

Contract for the sale and purchase of land 2018 edition

eCOS ID: 46904854

NSW Duty:

TERM
MEANING OF TERM
 vendor's agent Century 21 The Hills District
 283B Old Northern Road, Castile Hill, 2154
 co-agent
 vendor Mandeep Kapoor

Phone: 9634 2121
 Fax:
 Ref:

vendor's solicitor Sun Legal
 Level 1 15 Flushcombe Road Blacktown NSW 2148

Phone: 9679 7000
 Fax: 8208 9877
 Ref: Mandeep

date for completion 42 days after the contract date (clause 15)

Email: mohan@sunlegal.com.au

land 96 FIREWHEEL CCT GREGORY HILLS 2557

(Address, plan details and title reference) Lot 971 in Deposited Plan 1218916

971/1218916

improvements ☐ VACANT POSSESSION ☐ Subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☒ other: Vacant Land
 attached copies ☐ documents in the List of Documents as marked or as numbered:
☐ other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove
☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment
☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna
☐ curtains ☐ other:

exclusions
 purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Email:

price \$

(10% of the price, unless otherwise stated)

deposit \$

balance \$

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Mandeep

46904854

2
Choices

vendor agrees to accept a deposit-bond (clause 3)

☐ NO ☐ yes

proposed *electronic transaction* (clause 30)

☐ NO ☐ yes

Tax Information (the parties promise this is correct as far as each party is aware)

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an RW payment
(residential withholding payment)

☐ NO ☐ YES (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the RW rate (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 planning agreement
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☐ 58

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation</i> served by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must, on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.
 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 16.7.1 the price less any:
 • deposit paid;
 • *remittance amount* payable;
 • *RW payment*; and
 • amount payable by the vendor to the purchaser under this contract; and
 16.7.2 any other amount payable by the purchaser under this contract.
 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 16.10 On completion the deposit belongs to the vendor.
• Place for completion
 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 16.11.1 if a special completion address is stated in this contract - that address; or
 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 17.2 The vendor does not have to give vacant possession if –
 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion –
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 18.3 The purchaser must until completion –
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s110 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally – the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing – the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

• Adjustments and liability for expenses

23.5 The parties must adjust under clause 14.1

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been left by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 22 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s 13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

96 FIREWHEEL CCT GREGORY HILLS 2557

ADDITIONAL CLAUSES

32. GENERAL PROVISIONS

Waiver and variations

A provision or a right created under this Contract cannot be:

- a. Waived except in writing signed by the party granting the waiver; or
- b. Varied except in writing by or on behalf of the parties.

The provision of this contract capable of having effect after the completion date do not merge on transfer of the property and continue to have full effect.

33. LATE COMPLETION

If completion has not been effected by the completion date either party (not then being in default under this Contract) may at any time serve on the defaulting party a Notice to Complete requiring completion of this Contract on a specified date being not earlier than fourteen (14) days from the date of service of such Notice to Complete and the times specified in such Notices to Complete shall be made of the essence of this Contract. It is agreed between the parties hereto that a period of fourteen (14) days shall be sufficient notice under such Notice or any subsequent Notice of this like kind and neither party shall be entitled to claim any equitable right to extend the time for completion beyond the date so fixed as being of the essence.

33.1

- a) If the purchaser does not complete this Contract by the later of the completion date and the vendor is ready, willing, and able to complete ("the effective date") the purchaser must:
 - i. In addition to the balance of the purchaser price payable on completion, pay interest on the balance of the purchaser price at the rate of ten per cent (10%) per annum calculated on a daily basis from and including the completion date up to and including the actual date of completion, to be allowed by the purchaser as adjustment on completion.
 - ii. Pay the sum of \$330.00 (inclusive of GST) to cover legal cost and expenses incurred as a consequence of the delay, as a genuine pre-estimate of additional expenses for the Vendor's Solicitor to issue Notice to Complete, to be allowed by the purchaser, as an adjustment on completion; and
 - iii. This clause does not affect any other right, privilege, obligation or liability acquired, accrued under this Contract.
- b) If the purchaser's representative, for whatsoever reason, fails to turn up or cancels the settlement on the completion date without giving the Vendor's Solicitor at least one-day notice, the purchaser must, at the actual settlement pay the sum of \$100.00 (including GST) together with any of

the vendor's agent's fee incurred in respect of the said cancelled settlement.

34. REPRESENTATIONS AND WARRANTIES NEGATIVED

- 34.1** The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or any financial return or income to be derived from this property.
- 34.2** The purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contains the entire agreement in relation to the property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or statements made to it prior to execution. The purchaser further acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise made by on or behalf of the Vendor which is not set out in this Contract.

35. VARIATIONS OF THIS CONTRACT

The standard conditions 1-31 inclusive in the printed contract is varied as follows:

- 35.1 Clause 3 is deleted;
- 35.2 Clause 4.1 is amended by deleting the word "normally";
- 35.3 Clause 6.2 is deleted;
- 35.4 Clause 7.1.1 the word "5%" is replaced by the word "\$1.00";
- 35.5 Clause 7.2 is deleted;
- 35.6 Clause 10.1.8 and 10.1.9 are amended by deleting the word "substance" and replacing it with "existence";
- 35.7 Clause 14.4.2 is deleted;
- 35.8 Clause 16.5, the words "plus another 10% of that fee" is deleted;
- 35.9 Clause 16.8 is deleted;
- 35.10 Clause 23.13 and 23.14 are deleted. Purchaser is to obtain the section 184 Strata Certificate or Section 26 Community Land Management Certificate from the Owners Corporation. Purchaser may request an authority from the Vendor to obtain section 109 Strata certificate or Section 26 Community Land Management Certificate.

36. DEATH LIQUIDATION

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or the Purchaser at law or in law equity, it is agreed that if either party:

- a) Being an individual shall die or become incapable because of unsoundness of mind of managing his own affairs or be declared bankrupt or enter into any scheme or make any assignment for the benefit of his creditor; or
- b) Being a company shall resolve to go into liquidation (or in the case of the purchaser, have a petition for winding up of the purchaser presented and not withdrawn within thirty (30) days of presentation) or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Law or any similar legislation or if a receiver manager or provisional liquidator or official manager be appointed of the part;

Then any party may by notice in writing to the other party rescind this Agreement and provided that the party who issues such a notice is not otherwise in default here under the provisions of the Clause 19 hereof shall apply to such recession.

37. CONDITION OF PROERTY

The purchaser acknowledges that the purchaser is purchasing the property in its present condition and state of repair and conduction and subject to all defects whether latent or patent and whether such defect affect the title to the subject property or otherwise and the purchaser shall make no objection, requisition or claim for compensation in respect thereof.

38. PURCHASER'S WARRANTY

The purchaser warrants that the purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or its agent in respect of the subject property of this Contract, other than those that are expressly herein contained.

39. SELLING AGENT

The purchaser warrants that the purchaser was not introduced to the Vendor or the property directly or in directly by any real estate or any other person other than the Vendor's agent specified in this Contract. The purchaser shall indemnify and hold harmless the Vendor against any claims, suits, demands and actions by any agent or any other person arising out of or in connection to breach of this warranty. This Clause shall not merge on completion of this Contract.

40. RELEASE OF DEPOSIT

The purchaser acknowledges that the stakeholder is hereby irrevocably authorised by the Parties to release the deposit to the Vendor upon the Vendor's written request and without further authority from the Purchaser.

41. The vendor discloses that SEPP28 has been repealed and that some provision of SEPP25 and SREP 12 that allowed sub division of dual occupancies have been repealed and the attached Section 149 (2) Certificate may be inaccurate in respect to those matters.

42. DEPOSIT LESS THAN 10%

Where the Vendor has agreed to accept on exchange a deposit less than 10% of the purchase price, the purchaser acknowledges that in the event that the vendor claims the deposit paid pursuant to the provisions of Clause 9 hereof, then the Vendor shall, in addition to such part of the deposit as shall have already been paid by the Purchaser, be entitled to recover from the purchaser a sum equal to the difference between the amount already paid and an amount equal to 10% of the purchase price and the purchaser shall forthwith pay such difference to the Vendor under clause 9.3 hereof and in addition to any other rights or claims the Vendor may be entitled to pursuant to this Contract.

43. DEPOSIT BOND

Where the Vendor has agreed to accept on exchange a deposit Guarantee bond issued to the Vendor at the request of the purchaser by a Guarantor, the delivery to the Vendor of such a Bond shall be deemed to be payment of the guaranteed amount for the purposes of this Contract, and the following provision shall apply:

- a) On completion of this Contract, or at such other times as may be provided for the deposit to be accounted for the Vendor, the purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or
- b) If the Vendor serves on the purchaser a notice in writing calling to forfeit the deposit, then such services shall operate as a demand upon the purchaser for the payment forthwith of the deposit (or so much thereof as has not been paid), or the Vendor may demand payment from the Guarantor forthwith.

44. FIRB

The purchaser warrants that the Foreign Acquisition & Takeover Act, 1975 (Commonwealth) does not apply to this purchaser. In the event that the Foreign Acquisitions & takeovers Act, 1975 (Commonwealth) does not apply to this purchaser and to this purchase in breach of the purchaser's warranty contained in this condition, the purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal cost which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

45. PURCHASER'S CREDIT

The purchaser expressly warrants to the Vendor that either it does not require finance to complete this Contract or it has obtained finance on terms which are reasonable and satisfactory to it to enable it to complete this Contract and the purchaser further acknowledge that the Vendor relies on this Warranty in entering into this Contract.

46. NO DISCHARGEING MORTGAGEE

Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged then settlement shall be effected at the office of Sun Legal in Blacktown. However, should the Purchaser not be in a position to settle at the office of Sun Legal, then settlement may be effected in Sydney CBD at a place nominated by the Purchaser so as the Vendor's agency fee of \$110.00 is paid by the Purchaser on settlement.

47. In addition to the provision contained in Clause 20.6 hereof, a notice or document shall be sufficiently serviced for the purpose of this Agreement if the notice or document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed except where:
- a) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made, or
 - b) If the time of dispatch is not before 5:00 pm (Sydney Time) on the day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencing of the business on the next such date in place.
48. No objection or requisition or claim for the compensation shall be made by the Purchaser in respect of any of the following matter:
- a. Any existing gas, electricity or telephone service to the property;
 - b. The presence on the property of any gas pipes, electricity wires or telephone wires;
 - c. Any mains or pipes of any water (including storm water), sewerage or drainage authority passing through the property or any proposal for the same;
 - d. The presence of any sewer, manhole or vent on the property. The enclosed sewer diagram is only sewer services diagram available and it is no way represented that a copy of the Drainage Diagram/Sewer Mains Diagram annexed hereto necessarily discloses all the pipes and mins which may run through the property. The Purchaser shall make no objection, requisition or claim for compensation in respect thereof.

49. In the event there is a swimming pool erected on the subject property, the Vendor discloses that the swimming pool erected on the subject property may not comply with the Swimming Pools Act, 1992 and/or Local Government Act 1993 and the Purchaser shall not be entitled to make any requisition or claim for compensation in relation to any defect or fault in respect of any fence or other safety measure in respect of any fence or other safety measure in respect of the swimming pool.
50. Should completion of this Contract for Sale be delayed beyond the Completion Date of this Contract of Sale due to default on part of the Purchaser, then Adjustment Date shall be deemed to be the Completion Date.
51. The parties hereby expressly acknowledge that if there are any inconsistencies between the additional clauses and the standard conditions in this Contract, the additional clauses prevail.

52. SEWER SERVICE DIAGRAM

The vendor discloses that the Sydney water sewer service diagram is not available with Sydney Water. The purchaser/s will not make any objections, requisitions or delay settlement in relations to this issue.



LAND
REGISTRY
SERVICES

Order number: 51078636
Your Reference: MANDEEP
18/05/18 12:16



NSWLRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 971/1218916

SEARCH DATE	TIME	EDITION NO	DATE
18/5/2018	12:16 PM	2	8/2/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 971 IN DEPOSITED PLAN 1218916
AT GREGORY HILLS
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1218916

FIRST SCHEDULE

MANDEEP KAPOOR

(T AN105459)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1119742 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1218916 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 4 DP1218916 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 5 DP1218916 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 6 AN105460 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 18/5/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 1 sheet)

Plan: 51/2007

DP1119742

Plan of subdivision of Lot 1 in
DP 869045 and Lot 212 in DP
801679 covered by Subdivision
Certificate No. 51/2007.

Full name and address
of the owner of the land:

Trustees of the Marist Brothers
14 Drummoyne Avenue
Drummoyne 2047

Part 1 (Creation)

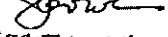
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land.	100	Camden Council

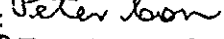
Part 2 (Terms)


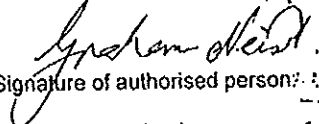
Terms of restriction on the use of land numbered 1 in the plan:

There shall be no direct vehicular access to or from the land hereby burdened on to Camden Valley Way.

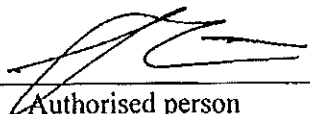
THE COMMON SEAL of the body corporate called **TRUSTEES OF THE MARIST BROTHERS** ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below
Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

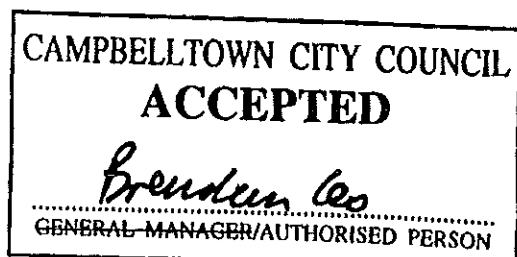
Signature of authorised person: 
Name of authorised person: **JEFFREY CROWE**
Office Held: Provincial

Signature of authorised person: 
Name of authorised person: **PETER CORR**
Office Held: Member


Signature of authorised person: 
Name of authorised person: **GRAHAM NEST**
Office Held: Member

Approved by the Council of Camden


Authorised person

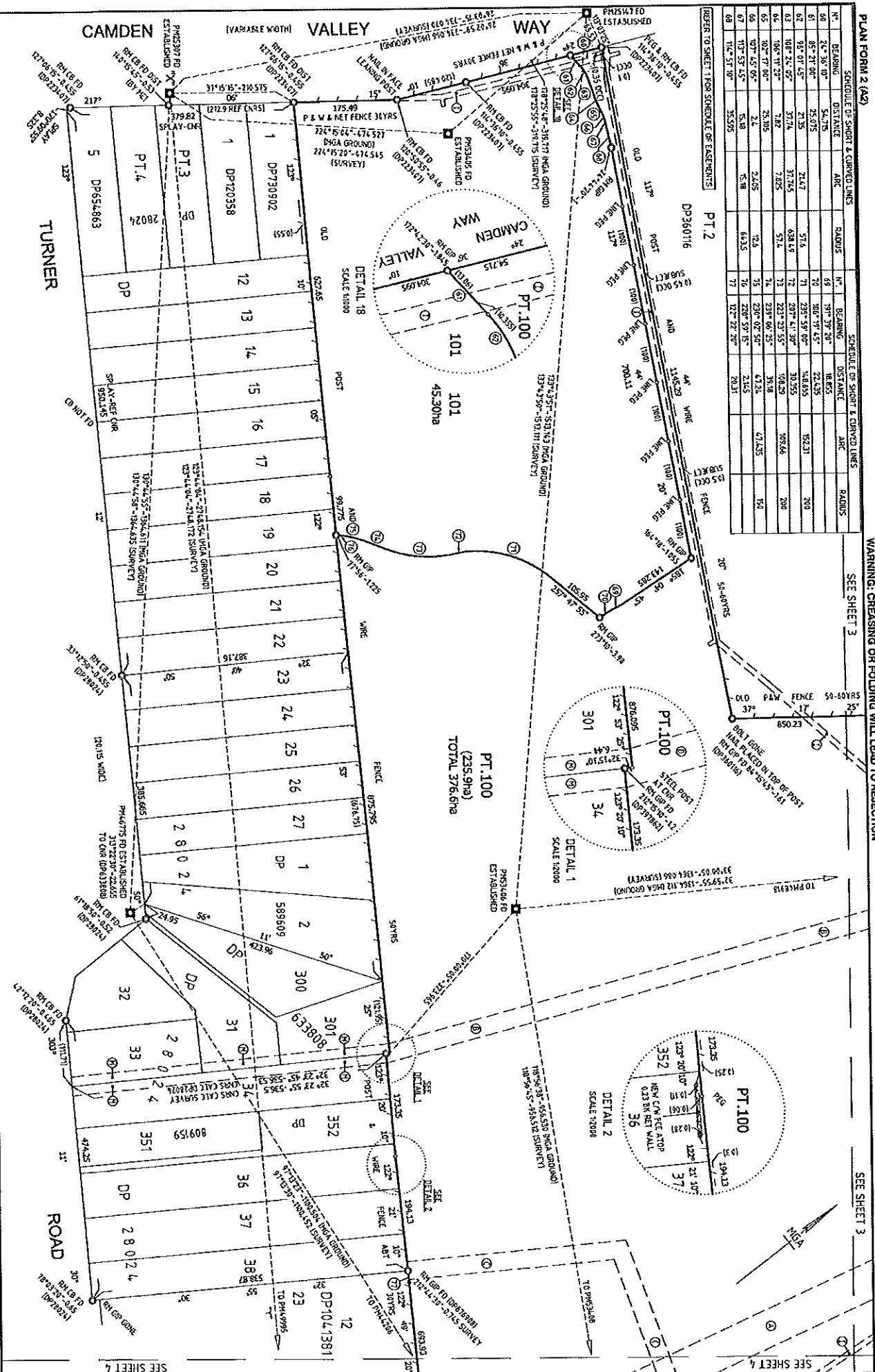


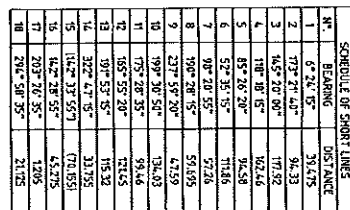
SCHEDULE OF SHORT & CURVED LINES					SCHEDULE OF SHORT & CURVED LINES				
N ^o	BEARING	DISTANCE	ARC	RADIUS	N ^o	BEARING	DISTANCE	ARC	RADIUS
61	74° 36' 07"	54.75	18 855	69	79° 39' 20"	22.45	18 855	152.31	200
62	85° 21' 00"	25.05	70	70	80° 57' 45"	24.85	18 855	152.31	200
63	85° 21' 00"	25.05	70	70	80° 57' 45"	24.85	18 855	152.31	200
64	100° 24' 05"	37.14	371.65	628.48	72	209° 47' 30"	30.55	200.66	200
65	100° 24' 05"	37.14	371.65	628.48	73	223° 52' 55"	104.28	200.66	200
66	106° 17' 29"	14.82	7.025	51.4	74	223° 52' 55"	104.28	200.66	200
67	106° 17' 29"	14.82	7.025	51.4	75	239° 06' 25"	38.48	17.425	154
68	102° 37' 00"	25.05	70	70	76	239° 06' 25"	38.48	17.425	154
69	102° 37' 00"	25.05	70	70	77	239° 06' 25"	38.48	17.425	154
70	113° 53' 45"	15.8	21.05	64.53	78	220° 59' 15"	23.65	70.31	154
71	113° 53' 45"	15.8	21.05	64.53	79	127° 22' 20"	70.31	70.31	154
72	114° 57' 30"	25.05	70	70					

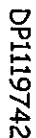
[illegible]

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

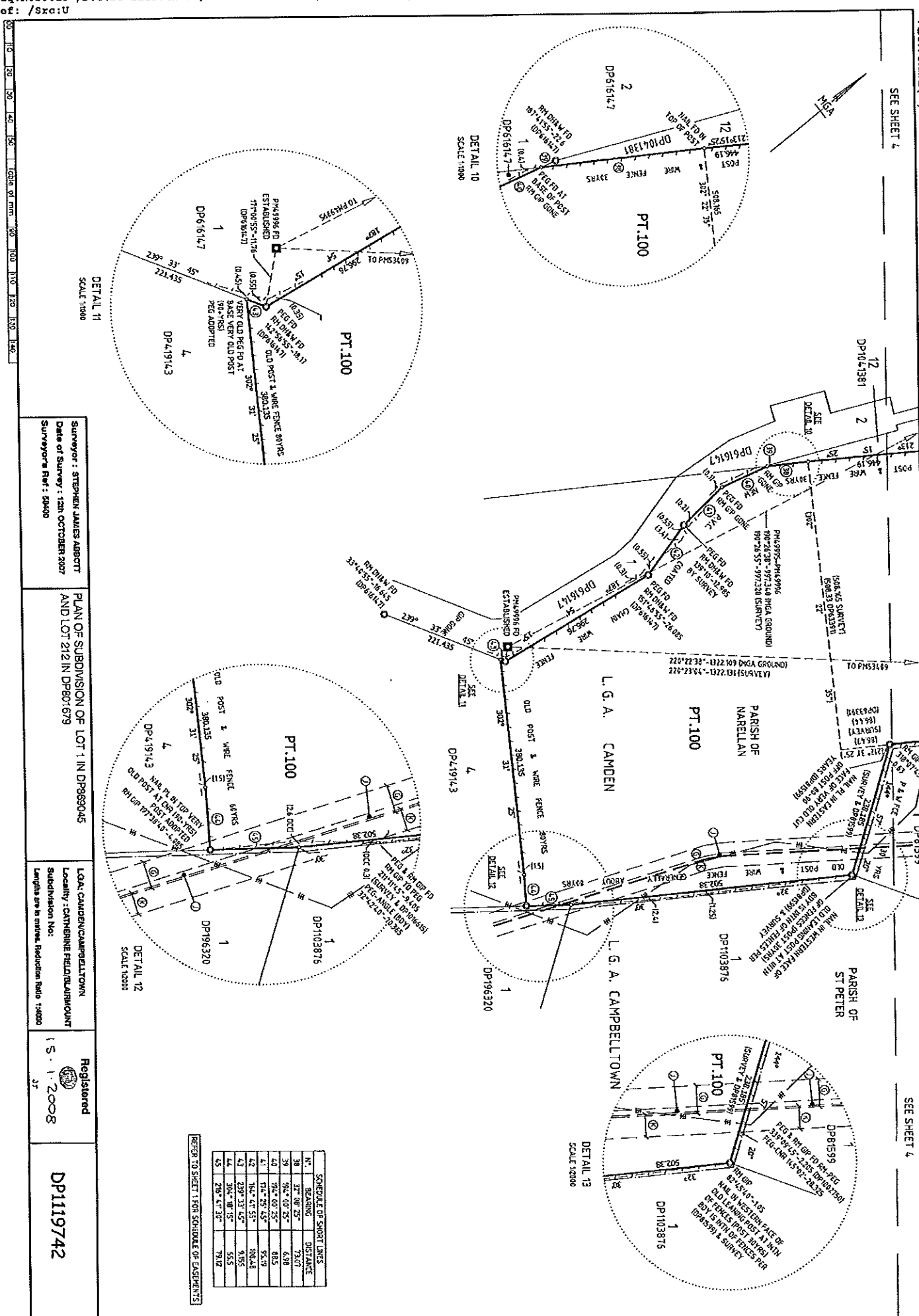
Sheet 2 of 7 sheets







SCHEDULE OF SHORT TIMES		
N°.	BOARING	DISTANCE
19	20 50' 55"	30.95
20	20 59' 50' 55"	60.45
21	10' 30' 15"	21.75
27	10' 30' 15"	21.75
28	20 59' 30' 15"	63.71
29	20 59' 30' 15"	61.75
30	20 59' 30' 15"	42.605
31	23' 30' 15"	39.005
32	20 59' 30' 15"	21.75
33	23' 30' 15"	63.71
34	11' 30' 15"	21.75
35	12 50' 25"	23.24
36	14 20' 20' 55"	20.75
37	14 15' 34' 50"	56.53



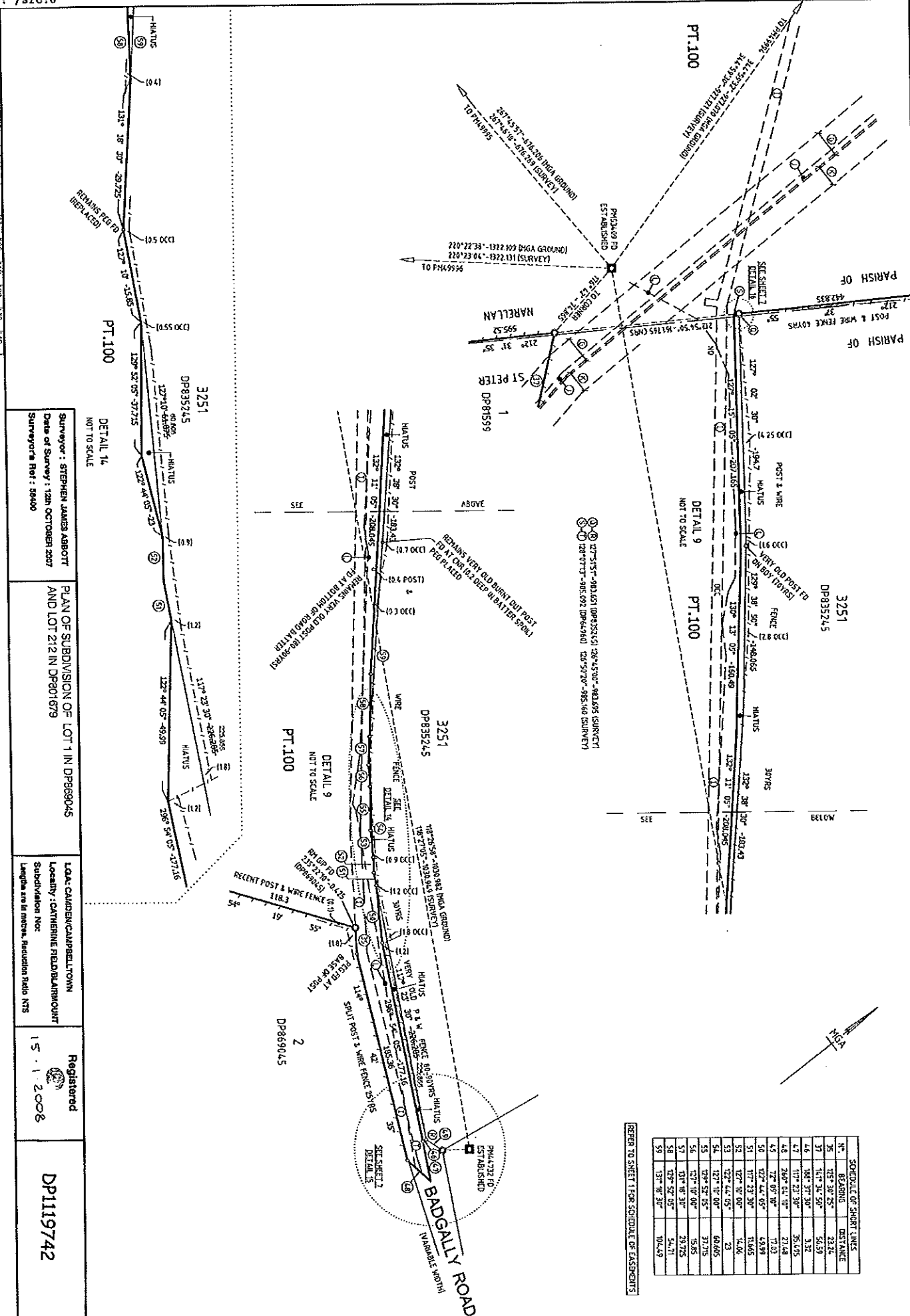
SCHEDULE OF SHORT LINES		
N°	BEARING	DISTANCE
38	27° 00' 25"	73.07
39	192° 00' 25"	6.98
40	192° 00' 25"	88.5
41	114° 25' 45"	95.19
42	164° 21' 55"	108.48
43	239° 32' 45"	9.55
44	304° 18' 15"	55.5
45	216° 41' 30"	73.12

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

PLAN FORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

Sheet 6 of 7 sheets

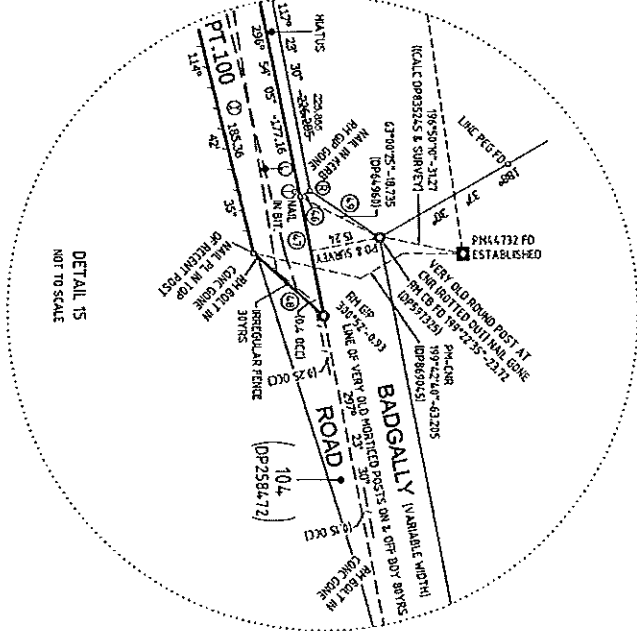
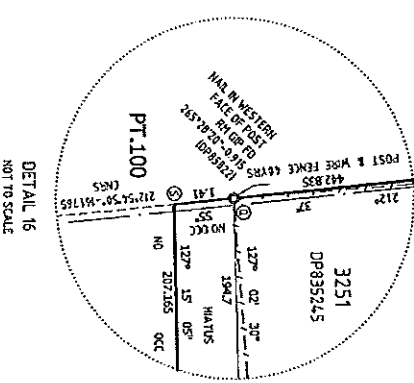
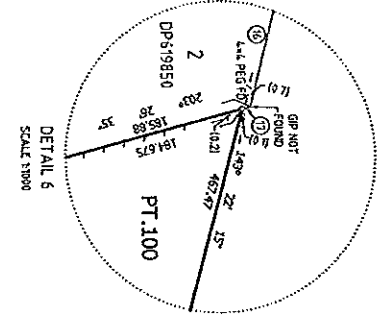
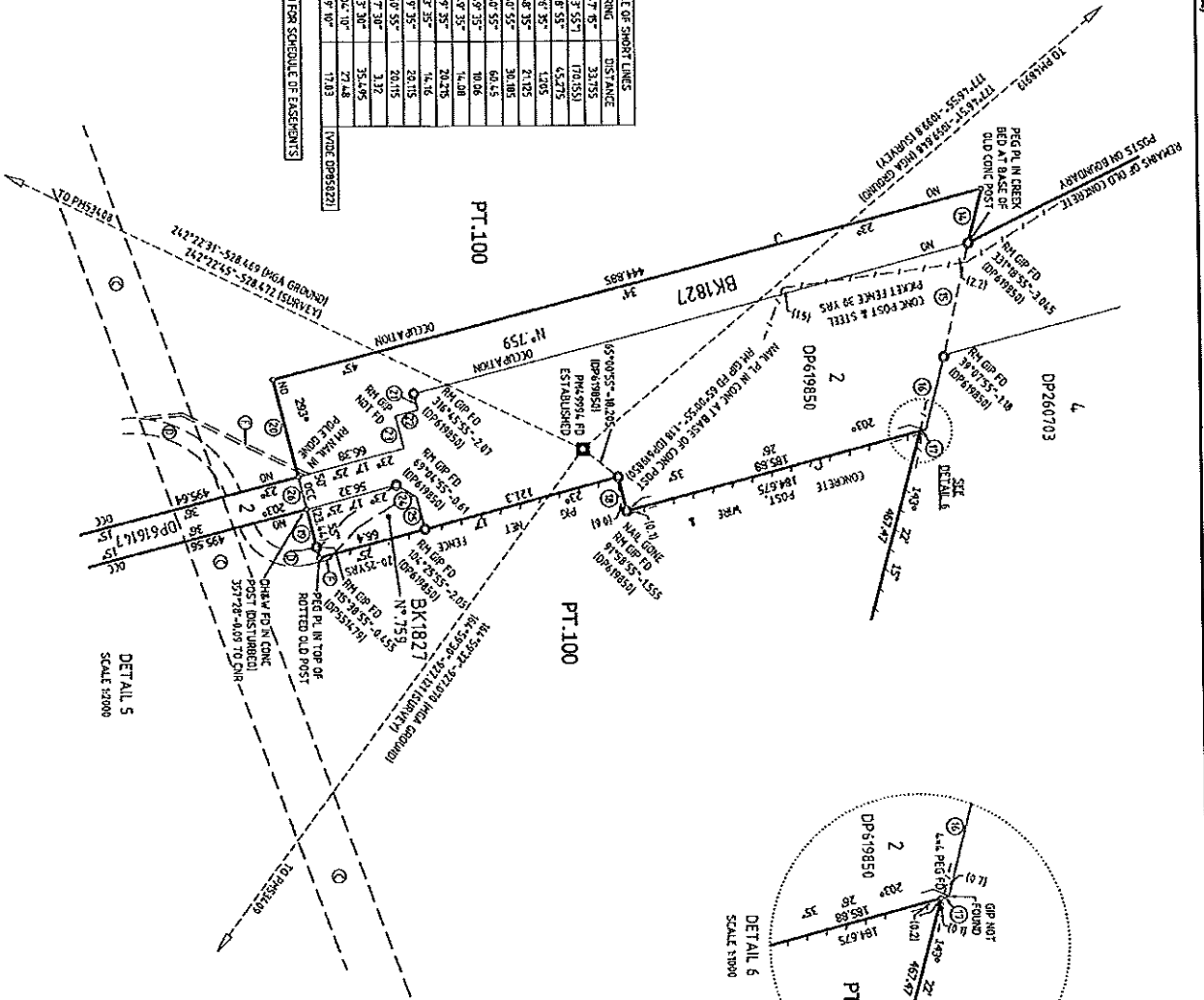


SCHEDULE OF SHORT LINES		
N°	BEARING	DISTANCE
35	75° 30' 25"	23.24
37	14° 34' 50"	54.59
46	104° 37' 30"	3.32
47	117° 23' 30"	35.45
48	240° 04' 10"	27.48
49	127° 02' 10"	71.03
50	122° 44' 05"	43.88
51	117° 23' 30"	10.05
52	127° 02' 10"	14.06
53	122° 44' 05"	23
54	127° 02' 10"	64.05
55	127° 02' 10"	37.75
56	127° 02' 10"	15.85
57	131° 48' 30"	23.725
58	127° 02' 10"	54.71
59	131° 48' 30"	104.49

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS

NO	BEARING	DISTANCE
1	S 82° 47' 16" W	33.755
2	N 16° 47' 33" E	170.553
3	N 42° 28' 55" W	45.275
4	S 20° 26' 35" W	12.05
5	S 29° 58' 35" W	21.925
6	S 29° 58' 55" W	30.085
7	S 29° 58' 35" W	10.06
8	S 29° 58' 35" W	14.00
9	S 29° 58' 35" W	20.215
10	S 29° 58' 35" W	14.16
11	S 29° 58' 35" W	20.215
12	S 29° 58' 35" W	14.16
13	S 29° 58' 35" W	20.215
14	S 29° 58' 35" W	14.16
15	S 29° 58' 35" W	20.215
16	S 29° 58' 35" W	14.16
17	S 29° 58' 35" W	20.215
18	S 29° 58' 35" W	14.16
19	S 29° 58' 35" W	20.215
20	S 29° 58' 35" W	14.16
21	S 29° 58' 35" W	20.215
22	S 29° 58' 35" W	14.16
23	S 29° 58' 35" W	20.215
24	S 29° 58' 35" W	14.16
25	S 29° 58' 35" W	20.215
26	S 29° 58' 35" W	14.16
27	S 29° 58' 35" W	20.215
28	S 29° 58' 35" W	14.16
29	S 29° 58' 35" W	20.215
30	S 29° 58' 35" W	14.16
31	S 29° 58' 35" W	20.215
32	S 29° 58' 35" W	14.16
33	S 29° 58' 35" W	20.215
34	S 29° 58' 35" W	14.16
35	S 29° 58' 35" W	20.215
36	S 29° 58' 35" W	14.16
37	S 29° 58' 35" W	20.215
38	S 29° 58' 35" W	14.16
39	S 29° 58' 35" W	20.215
40	S 29° 58' 35" W	14.16
41	S 29° 58' 35" W	20.215
42	S 29° 58' 35" W	14.16
43	S 29° 58' 35" W	20.215
44	S 29° 58' 35" W	14.16
45	S 29° 58' 35" W	20.215
46	S 29° 58' 35" W	14.16
47	S 29° 58' 35" W	20.215
48	S 29° 58' 35" W	14.16
49	S 29° 58' 35" W	20.215
50	S 29° 58' 35" W	14.16
51	S 29° 58' 35" W	20.215
52	S 29° 58' 35" W	14.16
53	S 29° 58' 35" W	20.215
54	S 29° 58' 35" W	14.16
55	S 29° 58' 35" W	20.215
56	S 29° 58' 35" W	14.16
57	S 29° 58' 35" W	20.215
58	S 29° 58' 35" W	14.16
59	S 29° 58' 35" W	20.215
60	S 29° 58' 35" W	14.16
61	S 29° 58' 35" W	20.215
62	S 29° 58' 35" W	14.16
63	S 29° 58' 35" W	20.215
64	S 29° 58' 35" W	14.16
65	S 29° 58' 35" W	20.215
66	S 29° 58' 35" W	14.16
67	S 29° 58' 35" W	20.215
68	S 29° 58' 35" W	14.16
69	S 29° 58' 35" W	20.215
70	S 29° 58' 35" W	14.16
71	S 29° 58' 35" W	20.215
72	S 29° 58' 35" W	14.16
73	S 29° 58' 35" W	20.215
74	S 29° 58' 35" W	14.16
75	S 29° 58' 35" W	20.215
76	S 29° 58' 35" W	14.16
77	S 29° 58' 35" W	20.215
78	S 29° 58' 35" W	14.16
79	S 29° 58' 35" W	20.215
80	S 29° 58' 35" W	14.16
81	S 29° 58' 35" W	20.215
82	S 29° 58' 35" W	14.16
83	S 29° 58' 35" W	20.215
84	S 29° 58' 35" W	14.16
85	S 29° 58' 35" W	20.215
86	S 29° 58' 35" W	14.16
87	S 29° 58' 35" W	20.215
88	S 29° 58' 35" W	14.16
89	S 29° 58' 35" W	20.215
90	S 29° 58' 35" W	14.16
91	S 29° 58' 35" W	20.215
92	S 29° 58' 35" W	14.16
93	S 29° 58' 35" W	20.215
94	S 29° 58' 35" W	14.16
95	S 29° 58' 35" W	20.215
96	S 29° 58' 35" W	14.16
97	S 29° 58' 35" W	20.215
98	S 29° 58' 35" W	14.16
99	S 29° 58' 35" W	20.215
100	S 29° 58' 35" W	14.16



Surveyor: STEPHEN JAMES ABBOTT
 Date of Survey: 12th OCTOBER 2007
 Surveyor's Ref: 5860

PLAN OF SUBDIVISION OF LOT 1 IN DP883045
 AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN
 Locality: CATHERINE FIELD/BURNMOUNT
 Subdivision No: 15.1.2008
 Lengths are in metres. Reduction Ratio: 1:

Registered
 15.1.2008

DP1119742

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements restrictions on the use of land or positive covenants.

Pursuant to Section 88B of the Conveyancing Act 1919 as amended it is intended to create:

1. Restriction on the use of land.

DP1119742

Registered: 15.1.2008



JS*

Title System: Torrens

Purpose: Subdivision

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND LOT 212 IN DP 801679

CAMPBELLTOWN CITY COUNCIL
ACCEPTED

Brendan Leo

GENERAL MANAGER/AUTHORISED PERSON

LGA: Camden/Campbelltown

Locality: Catherine Field/Blairmount

Parish: Narellan/St Peter

County: Cumberland

Surveying Regulation, 2006

I, STEPHEN JAMES ABBOTT
of Lean Lackenby & Hayward L'pool Pty Limited
a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 12th October 2007

The survey relates to Lots 100 and 101
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Stephen Abbott* Dated: 12/10/07
Surveyor registered under the Surveying Act, 2002

Datum Line: X - Y
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP28024, DP30517, DP34084, DP34087, DP34088,
DP62607, DP63391, DP64596, DP64960, DP81599,
DP85822, DP123066, DP175140, DP223407,
DP258472, DP260703, DP263187, DP269184,
DP360116, DP397862, DP416709, DP419143,
DP444543, DP499001, DP499057, DP545362,

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE:
58400/CHECKLIST/REPORT2007/M7100(1354)/Additional Sheets

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council
Date of Endorsement: 12 Nov 2007
Accreditation no:
Subdivision Certificate no: 5112007
File no: 1200-1490

* Delete whichever is inapplicable.

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND
LOT 212 IN DP 801679

DP1119742

Registered: 15.1.2008



Subdivision Certificate No: 51/2007

Date of Endorsement: 12 Nov 2007

Plans used in the preparation of survey (continued):

DP551479, DP589609, DP591981, DP597325, DP615921, DP616147, DP619850, DP633808, DP636487,
DP648267, DP649367, DP717215, DP739366, DP793150, DP801679, DP806651, DP809159, DP810338,
DP835245, DP869045, DP876908, DP910744, DP1004795, DP1007061, DP1010343, DP1011295, DP1016615,
DP1018098, DP1018710, DP1019100, DP 1019708, DP1041290, DP1041381, DP1042471, DP1087582,
DP1103876, C8057₃₀₀₀

THE COMMON SEAL of the body corporate called TRUSTEES OF
THE MARIST BROTHERS ABN 91 064 875 510 was affixed in the
presence of the Provincial and two other Members of the Body
Corporate all of whom have signed below
Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person:

Name of authorised person: JEFFREY CROWE
Office Held: Provincial

Signature of authorised person:

Name of authorised person: PETER CORR
Office Held: Member



Signature of authorised person:

Name of authorised person: GRAHAM NETS
Office Held: Member

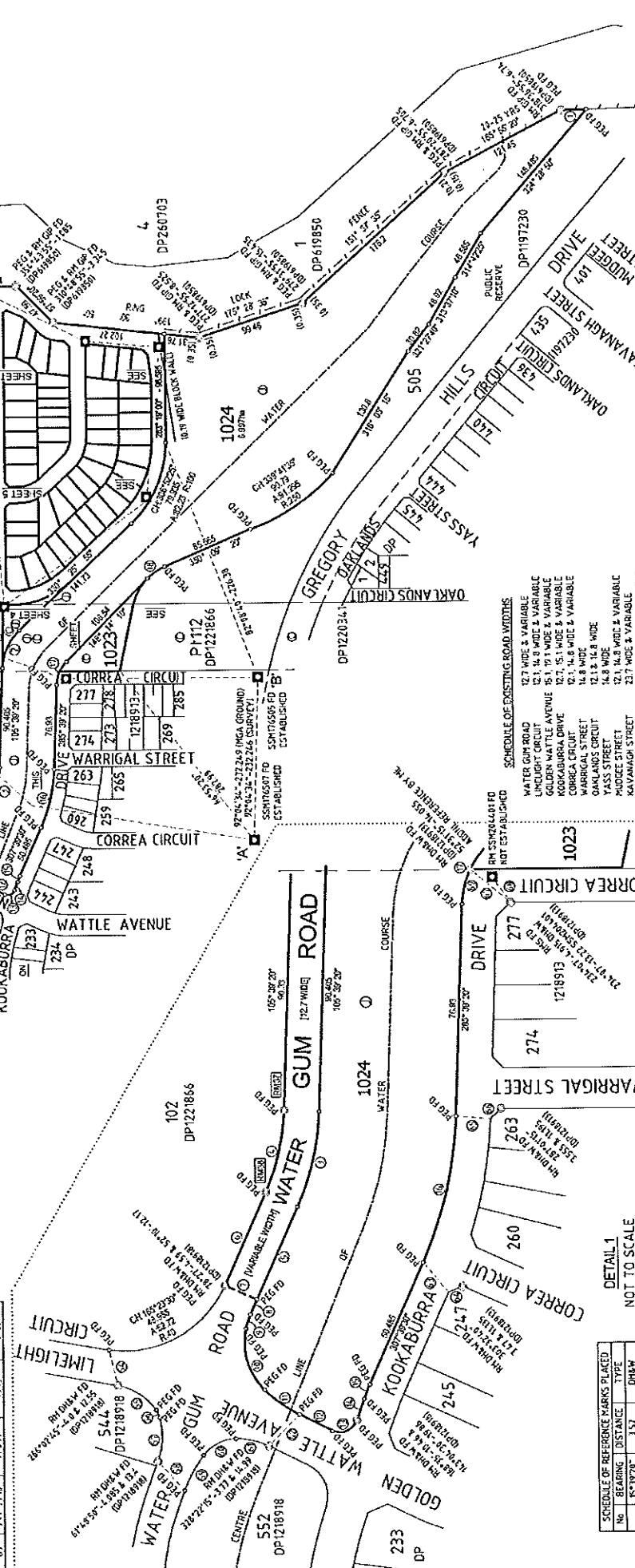
* OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

- SCHEDULE OF EASEMENTS**
- ① EASEMENT FOR SUPPORT, MAINTENANCE AND REPAIR 2.5 WIDE
 - ② EASEMENT TO DRAIN WATER ENTIRE LOT
 - ③ PUBLIC POSITIVE COVENANT

SCHEDULE OF SHORT CURVED LINES			
N°	BEARING	DISTANCE	RADIUS
1	127°55'00"	22.915	50
2	127°55'00"	22.915	50
3	127°55'00"	22.915	50
4	127°55'00"	22.915	50
5	127°55'00"	22.915	50
6	127°55'00"	22.915	50
7	127°55'00"	22.915	50
8	127°55'00"	22.915	50
9	127°55'00"	22.915	50
10	127°55'00"	22.915	50
11	127°55'00"	22.915	50
12	127°55'00"	22.915	50
13	127°55'00"	22.915	50
14	127°55'00"	22.915	50
15	127°55'00"	22.915	50
16	127°55'00"	22.915	50
17	127°55'00"	22.915	50
18	127°55'00"	22.915	50
19	127°55'00"	22.915	50
20	127°55'00"	22.915	50
21	127°55'00"	22.915	50
22	127°55'00"	22.915	50
23	127°55'00"	22.915	50
24	127°55'00"	22.915	50
25	127°55'00"	22.915	50
26	127°55'00"	22.915	50
27	127°55'00"	22.915	50
28	127°55'00"	22.915	50
29	127°55'00"	22.915	50
30	127°55'00"	22.915	50
31	127°55'00"	22.915	50
32	127°55'00"	22.915	50
33	127°55'00"	22.915	50
34	127°55'00"	22.915	50
35	127°55'00"	22.915	50
36	127°55'00"	22.915	50
37	127°55'00"	22.915	50
38	127°55'00"	22.915	50
39	127°55'00"	22.915	50
40	127°55'00"	22.915	50
41	127°55'00"	22.915	50
42	127°55'00"	22.915	50
43	127°55'00"	22.915	50
44	127°55'00"	22.915	50
45	127°55'00"	22.915	50
46	127°55'00"	22.915	50
47	127°55'00"	22.915	50
48	127°55'00"	22.915	50
49	127°55'00"	22.915	50
50	127°55'00"	22.915	50
51	127°55'00"	22.915	50
52	127°55'00"	22.915	50
53	127°55'00"	22.915	50
54	127°55'00"	22.915	50
55	127°55'00"	22.915	50
56	127°55'00"	22.915	50
57	127°55'00"	22.915	50
58	127°55'00"	22.915	50
59	127°55'00"	22.915	50
60	127°55'00"	22.915	50
61	127°55'00"	22.915	50
62	127°55'00"	22.915	50
63	127°55'00"	22.915	50
64	127°55'00"	22.915	50
65	127°55'00"	22.915	50
66	127°55'00"	22.915	50
67	127°55'00"	22.915	50
68	127°55'00"	22.915	50
69	127°55'00"	22.915	50
70	127°55'00"	22.915	50
71	127°55'00"	22.915	50
72	127°55'00"	22.915	50
73	127°55'00"	22.915	50
74	127°55'00"	22.915	50
75	127°55'00"	22.915	50
76	127°55'00"	22.915	50
77	127°55'00"	22.915	50
78	127°55'00"	22.915	50
79	127°55'00"	22.915	50
80	127°55'00"	22.915	50
81	127°55'00"	22.915	50
82	127°55'00"	22.915	50
83	127°55'00"	22.915	50
84	127°55'00"	22.915	50
85	127°55'00"	22.915	50
86	127°55'00"	22.915	50
87	127°55'00"	22.915	50
88	127°55'00"	22.915	50
89	127°55'00"	22.915	50
90	127°55'00"	22.915	50
91	127°55'00"	22.915	50
92	127°55'00"	22.915	50
93	127°55'00"	22.915	50
94	127°55'00"	22.915	50
95	127°55'00"	22.915	50
96	127°55'00"	22.915	50
97	127°55'00"	22.915	50
98	127°55'00"	22.915	50
99	127°55'00"	22.915	50
100	127°55'00"	22.915	50



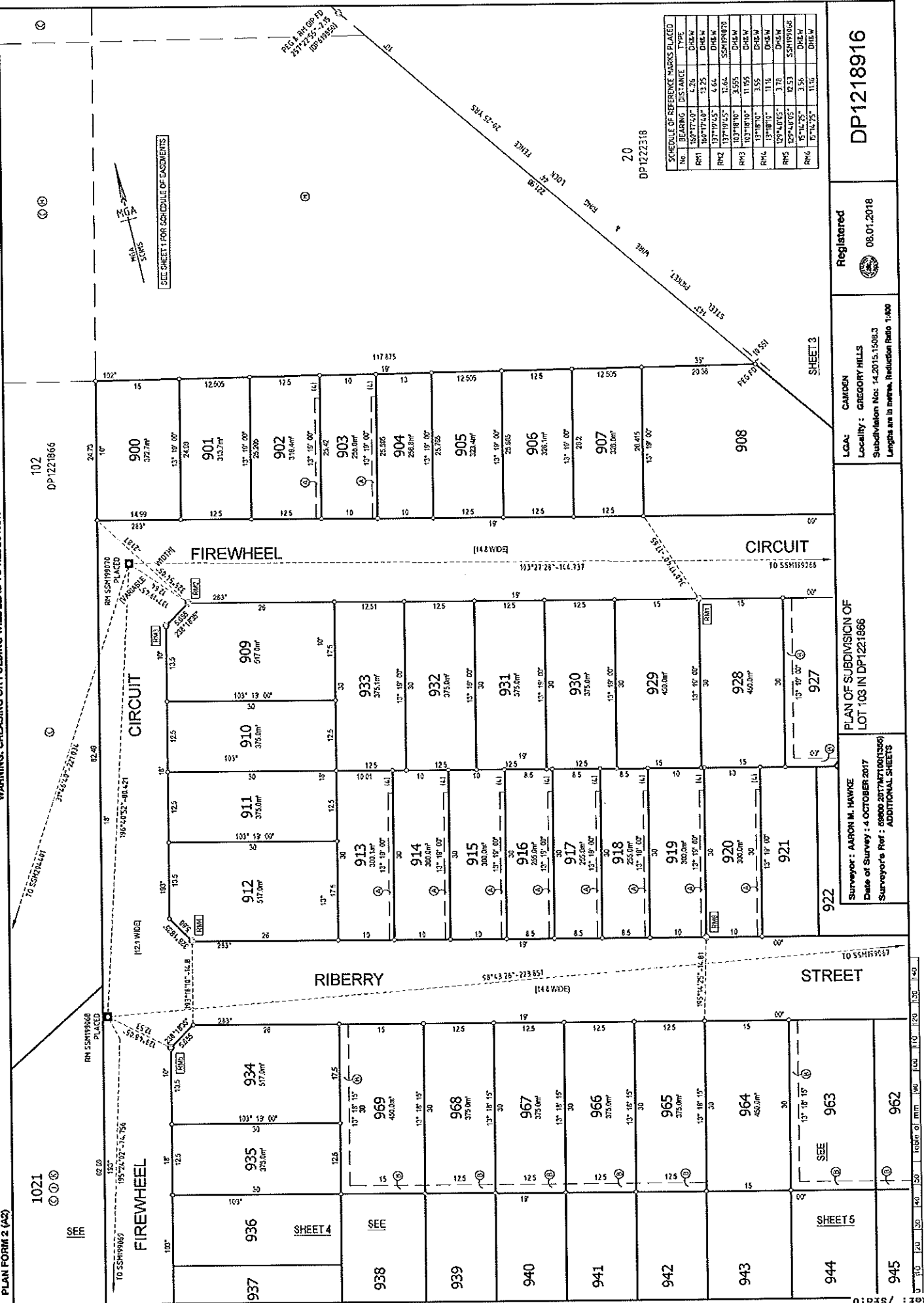
PLAN OF SUBDIVISION OF LOT 103 IN DP121866

Surveyor: AARON M. HAWKE
 Date of Survey: 4 OCTOBER 2017
 Surveyor's Ref: 69600 2017M7100(1356)
 ADDITIONAL SHEETS

LGA: CAMDEN
 Locality: GREGORY HILLS
 Subdivision No: 142015.1508.3
 Lengths are in metres. Reduction Ratio: 1:2500

Registered
 08.01.2018

DP1218916



SCHEDULE OF REFERENCE MARKS PLACED	No.	BEARING	DISTANCE	TYPE
RM1	56P17240	4.25	0.48M	0.48M
RM2	56P17240	13.25	0.48M	0.48M
RM3	56P17240	4.64	0.48M	0.48M
RM4	56P17240	3.64	0.48M	0.48M
RM5	56P17240	3.55	0.48M	0.48M
RM6	56P17240	3.55	0.48M	0.48M
RM7	56P17240	3.78	0.48M	0.48M
RM8	56P17240	3.78	0.48M	0.48M
RM9	56P17240	3.56	0.48M	0.48M
RM10	56P17240	11.56	0.48M	0.48M

DP1218916

Registered
08.01.2018

LGA: CAMDEN
Locality: GREGORY HILLS
Subdivision No: 14.2015.1508.3
Lengths are in metres. Reduction Ratio 1:400

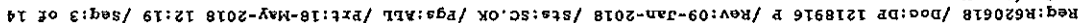
PLAN OF SUBDIVISION OF
LOT 103 IN DP1218916


Surveyor: AARON M. HAWKE
Date of Survey: 4 OCTOBER 2017
Surveyor's Ref: 55600 2017/NT10013550
ADDITIONAL SHEETS

SEE 963

SHEET 5

945



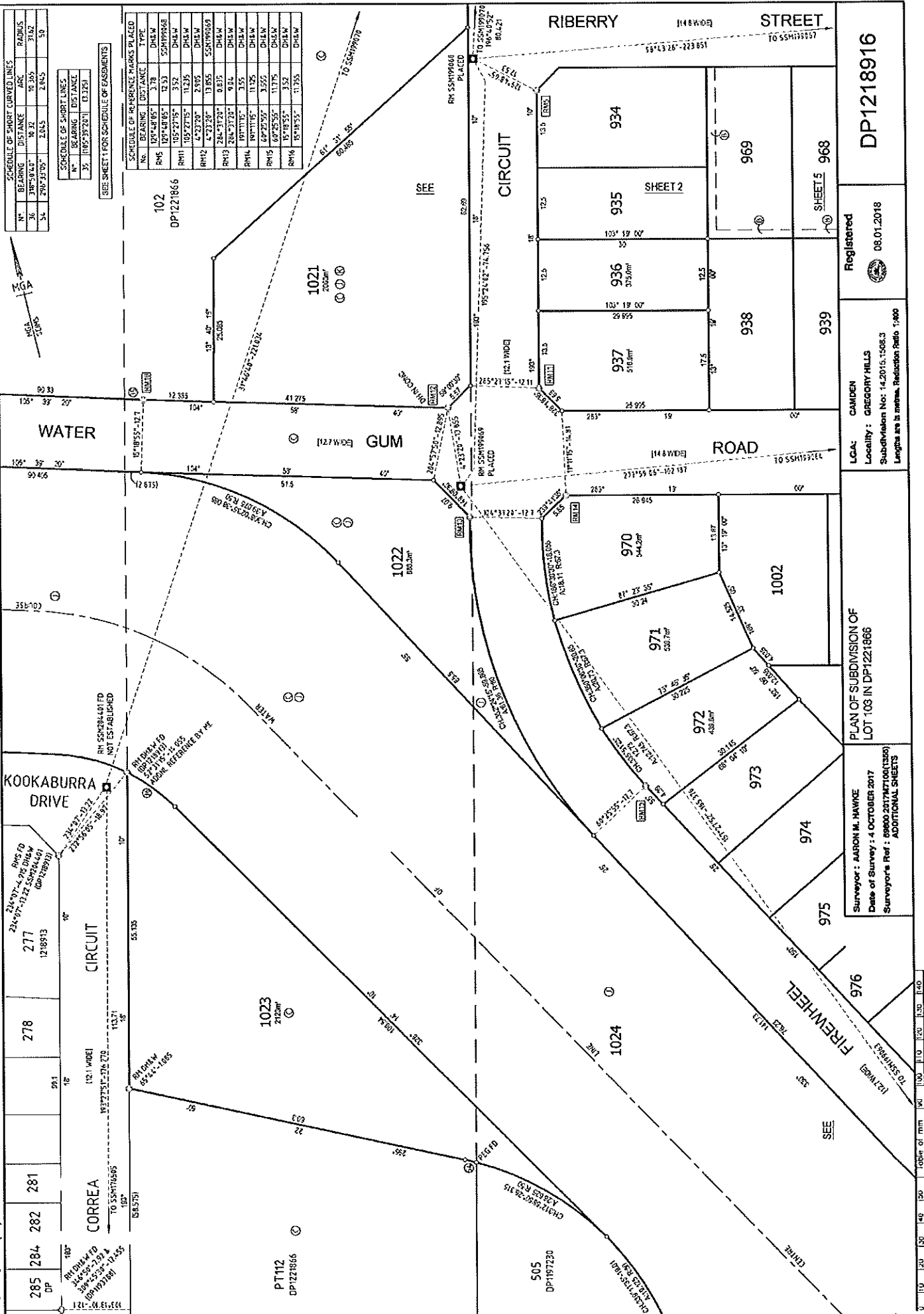
Surveyor: AARON M. HAVIXE Date of Survey: 4 OCTOBER 2017 Surveyor's Ref: 69800 2017MT106T1305 ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 103 IN DP1221866	L.C.A: CAMDEN Locality: GREGORY HILLS Subdivision No: 14.2015.1506.3 Lengths are in metres. Reduction Ratio 1:400	Registered  08.01.2018	DP1218916
--	--	--	--	-----------

SCHEDULE OF SHORT CURVED LINES			
N°.	BEARING	DISTANCE	RADIUS
36	318°-0'40"	10.32	31.62
54	294°-1'04"	2.045	50

SCHEDULE OF SHORT LINES	
N°	BEARING DISTANCE
35	(105°39'20") (3.325)

STATE SHEET 1 FOR SCHEDULE OF EASEMENTS

SCHEDULE OF REFERENCE MARKS PLACED			
No.	BEARING	DISTANCE	TYPE
RMS	129°48'05"	3.78	DH&W
	129°48'05"	3.52	SS&W90648
RN1	105°47'05"	3.53	DH&W
	105°47'05"	11.235	DH&W
	4°22'20"	2.005	DH&W
RN2	4°22'20"	13.065	SS&W90649
RN3	284°31'20"	0.015	DH&W
	284°31'20"	9.84	DH&W
	10°11'15"	3.255	DH&W
RN4	10°11'15"	1.155	DH&W
	60°15'55"	3.555	DH&W
RN5	60°15'55"	11.775	DH&W
	15°10'55"	3.52	DH&W
RN6	15°10'55"	1.765	DH&W



PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

Surveyor: AARON M. HAWKE
Date of Survey: 4 OCTOBER 2017
Surveyor's Ref: 59600 2017MT100(1355)

CP1218916

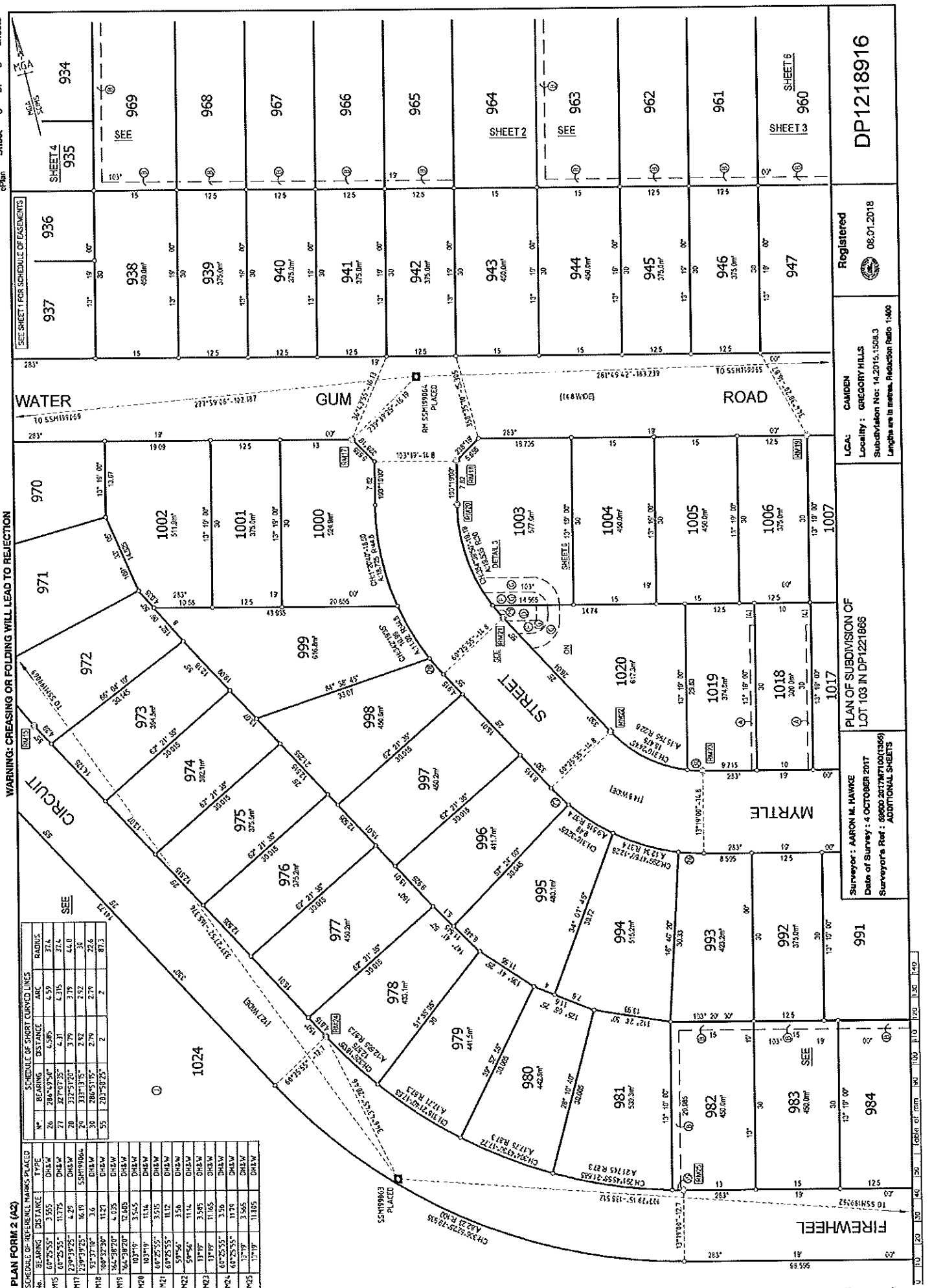
Registered

GA: CAMDEN
locality: GREGORY HILLS
subdivision No: 14-2015-1560

SCHEDULE OF SHORT CURVED LINES				
N ^o .	BEARING	DISTANCE	ARC	RADIUS
26	206°-59'56"	4.598	4.59	374.
27	327°-47'35"	4.31	4.315	374.
70	332°-31'20"	3.79	3.79	44.0
24	333°-13'45"	2.82	2.92	30
30	286°-51'15"	2.79	2.79	22.6
55	203°-58'25"	2	2	87.3

NO.	SCHEDULE OF REFERENCE MARKS PLACED	BEARING	DISTANCE	TYPE
1	6° 45' 55"	3.955	D14M	
2	6° 45' 55"	11.775	D14M	
3	22° 35' 25"	12.425	D14M	
4	22° 35' 25"	16.19	D14M	
5	22° 35' 25"	16.19	S58° 19' 00" E	
6	53° 37' 10"	3.6	D14M	
7	53° 37' 10"	11.27	D14M	
8	53° 37' 10"	11.27	D14M	
9	164° 38' 20"	4.325	D14M	
10	164° 38' 20"	12.425	D14M	
11	103° 11"	3.565	D14M	
12	103° 11"	11.14	D14M	
13	103° 11"	11.14	D14M	
14	6° 45' 55"	3.915	D14M	
15	6° 45' 55"	11.2	D14M	
16	59° 56"	5.956	D14M	
17	59° 56"	11.4	D14M	
18	17° 17"	11.05	D14M	
19	17° 17"	11.05	D14M	
20	6° 45' 55"	3.59	D14M	
21	6° 45' 55"	11.79	D14M	
22	17° 17"	11.05	D14M	
23	17° 17"	11.05	D14M	
24	17° 17"	11.05	D14M	
25	17° 17"	11.05	D14M	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



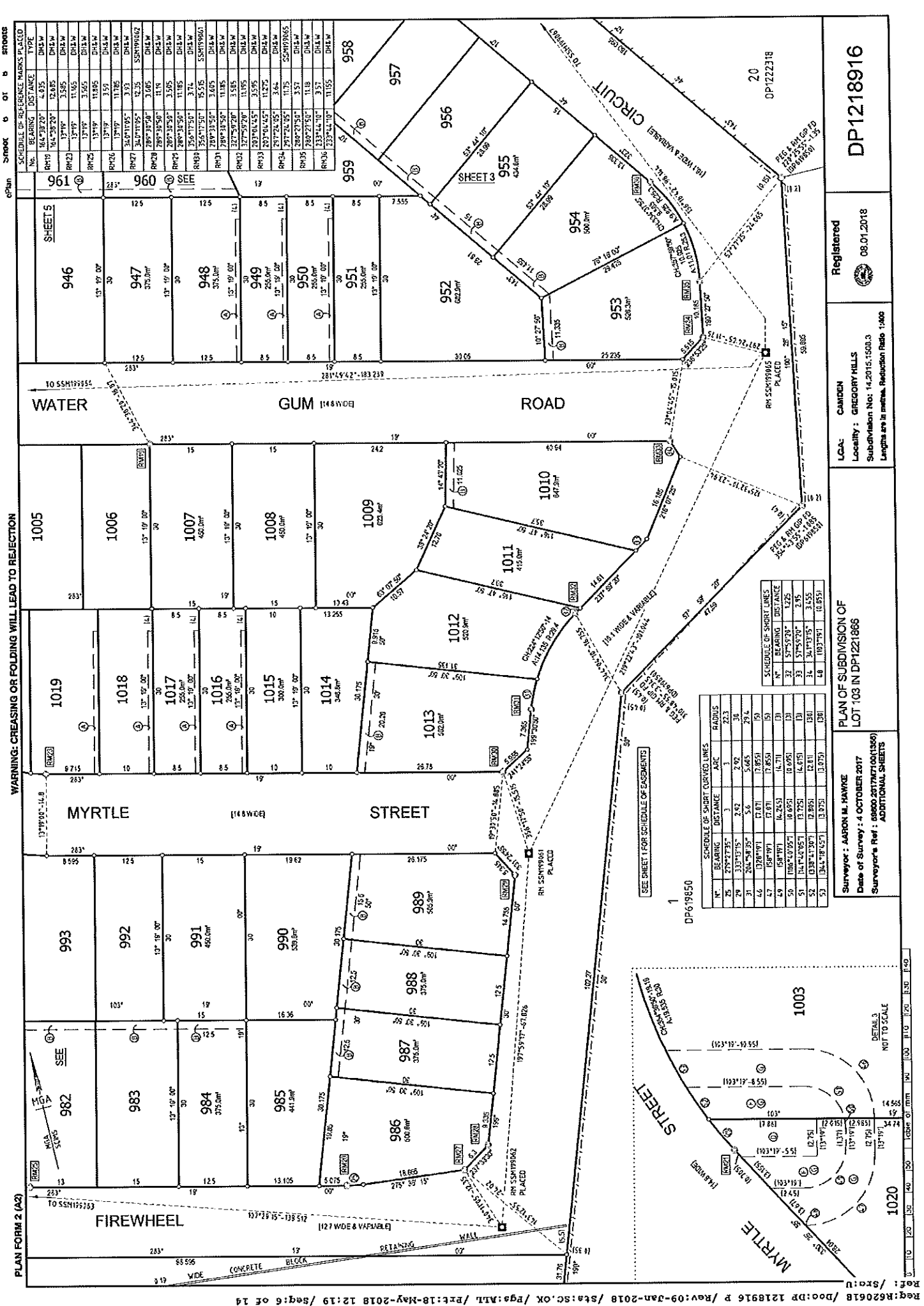
Surveyor: AARON M. HAWKE
Date of Survey: 4 OCTOBER 2017
Surveyor's Ref: 09600 2017M7100(1366)
ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

LGA: CAMDEN
Locality: GREGORY
Subdivision No: 14.2
Lengths are in metres. Re

Registered
08.01.201

DP1218916




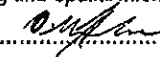
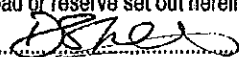
PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 8 sheet(s)

<p>Registered:  08.01.2018</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>DP1218916</p>
<p>PLAN OF SUBDIVISION OF LOT 103 IN DP1221866</p>	<p>LGA: CAMDEN</p> <p>Locality: GREGORY HILLS</p> <p>Parish: NARELLAN</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, AARON M HAWKE of LEAN LACKENBY & HAYWARD L'POOL P/L 209 NORTHUMBERLAND STREET LIVERPOOL NSW 2170 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> is accurate and the survey was completed on <u>14 OCTOBER 2017</u></p> <p>* (b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Signature:  Dated: 04/10/17</p> <p>Surveyor ID: 3741</p> <p>Datum Line: "A"-"B"</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating /*Steep-Mountainous.</p> <p>*Strike through if Inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate</p> <p>I, <u>Daniel Streate</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: <u>-</u></p> <p>Consent Authority: <u>Camden Council</u></p> <p>Date of endorsement: <u>14/12/2017</u></p> <p>Subdivision Certificate number: <u>14.2015.1508.3</u></p> <p>File number: <u>DA/2015/1508</u></p> <p>*Strike through if Inapplicable.</p>	<p>Plans used in the preparation of survey/compilation:</p> <p>DP619850 DP1193788 DP1197230 DP1218913 DP1218918 DP1221866 DP1222318</p> <p>If space is Insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:</p> <ol style="list-style-type: none"> 1. WATER GUM ROAD (12.7, 14.8 WIDE & VARIABLE) SUBJECT TO EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K135414) 2. FIREWHEEL CIRCUIT (12.1, 12.7, 14.8 & 16.1 WIDE & VARIABLE) SUBJECT TO EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (K135414) 3. RIBERRY STREET (14.8 WIDE) 4. MYRTLE STREET (14.8 WIDE) <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 59800 2017M7100(1355)</p> <p>ADDITIONAL SHEETS</p>

ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 8 sheet(s)

Registered:



08.01.2018

Office Use Only

Office Use Only

DP1218916

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

Subdivision Certificate number: 14.2015.1508.2

Date of Endorsement: 19/12/2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT, MAINTENANCE AND REPAIR 0.9 WIDE (A)
2. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
3. EASEMENT FOR PADMOUNT SUBSTATION 2.75 & 4 WIDE (D)
4. RESTRICTION ON THE USE OF LAND (F)
5. RESTRICTION ON THE USE OF LAND (G)
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. EASEMENT TO DRAIN WATER (ENTIRE LOT) (J)
13. PUBLIC POSITIVE COVENANT (K)


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:59800 2017M7100(1355) ADDITIONAL SHEETS


ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 8 sheet(s)

Registered:  08.01.2018

Office Use Only

Office Use Only

DP1218916

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14.2015.1508.3.

Date of Endorsement: 14/12/2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
900	11	FIREWHEEL	CIRCUIT	GREGORY HILLS
901	13	FIREWHEEL	CIRCUIT	GREGORY HILLS
902	15	FIREWHEEL	CIRCUIT	GREGORY HILLS
903	17	FIREWHEEL	CIRCUIT	GREGORY HILLS
904	19	FIREWHEEL	CIRCUIT	GREGORY HILLS
905	21	FIREWHEEL	CIRCUIT	GREGORY HILLS
906	23	FIREWHEEL	CIRCUIT	GREGORY HILLS
907	25	FIREWHEEL	CIRCUIT	GREGORY HILLS
908	27	FIREWHEEL	CIRCUIT	GREGORY HILLS
909	16	FIREWHEEL	CIRCUIT	GREGORY HILLS
910	14	FIREWHEEL	CIRCUIT	GREGORY HILLS
911	12	FIREWHEEL	CIRCUIT	GREGORY HILLS
912	10	FIREWHEEL	CIRCUIT	GREGORY HILLS
913	3	RIBERRY	STREET	GREGORY HILLS
914	5	RIBERRY	STREET	GREGORY HILLS
915	7	RIBERRY	STREET	GREGORY HILLS
916	9	RIBERRY	STREET	GREGORY HILLS
917	11	RIBERRY	STREET	GREGORY HILLS
918	13	RIBERRY	STREET	GREGORY HILLS
919	15	RIBERRY	STREET	GREGORY HILLS
920	17	RIBERRY	STREET	GREGORY HILLS
921	19	RIBERRY	STREET	GREGORY HILLS
922	21	RIBERRY	STREET	GREGORY HILLS
923	38	FIREWHEEL	CIRCUIT	GREGORY HILLS
924	36	FIREWHEEL	CIRCUIT	GREGORY HILLS
925	34	FIREWHEEL	CIRCUIT	GREGORY HILLS
926	32	FIREWHEEL	CIRCUIT	GREGORY HILLS
927	30	FIREWHEEL	CIRCUIT	GREGORY HILLS
928	28	FIREWHEEL	CIRCUIT	GREGORY HILLS
929	26	FIREWHEEL	CIRCUIT	GREGORY HILLS
930	24	FIREWHEEL	CIRCUIT	GREGORY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference:59800 2017M7100(1355) ADDITIONAL SHEETS


Council Authorised Person


ePlan

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 8 sheet(s)

Registered:  08.01.2018 Office Use Only

Office Use Only

DP1218916

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

Subdivision Certificate number: 14.2015.1508.3

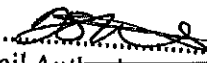
Date of Endorsement: 14/12/2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
931	22	FIREWHEEL	CIRCUIT	GREGORY HILLS
932	20	FIREWHEEL	CIRCUIT	GREGORY HILLS
933	18	FIREWHEEL	CIRCUIT	GREGORY HILLS
934	8	FIREWHEEL	CIRCUIT	GREGORY HILLS
935	6	FIREWHEEL	CIRCUIT	GREGORY HILLS
936	4	FIREWHEEL	CIRCUIT	GREGORY HILLS
937	2	FIREWHEEL	CIRCUIT	GREGORY HILLS
938	49	WATER GUM	ROAD	GREGORY HILLS
939	51	WATER GUM	ROAD	GREGORY HILLS
940	53	WATER GUM	ROAD	GREGORY HILLS
941	55	WATER GUM	ROAD	GREGORY HILLS
942	57	WATER GUM	ROAD	GREGORY HILLS
943	59	WATER GUM	ROAD	GREGORY HILLS
944	61	WATER GUM	ROAD	GREGORY HILLS
945	63	WATER GUM	ROAD	GREGORY HILLS
946	65	WATER GUM	ROAD	GREGORY HILLS
947	67	WATER GUM	ROAD	GREGORY HILLS
948	69	WATER GUM	ROAD	GREGORY HILLS
949	71	WATER GUM	ROAD	GREGORY HILLS
950	73	WATER GUM	ROAD	GREGORY HILLS
951	75	WATER GUM	ROAD	GREGORY HILLS
952	77	WATER GUM	ROAD	GREGORY HILLS
953	50	FIREWHEEL	CIRCUIT	GREGORY HILLS
954	48	FIREWHEEL	CIRCUIT	GREGORY HILLS
955	46	FIREWHEEL	CIRCUIT	GREGORY HILLS
956	44	FIREWHEEL	CIRCUIT	GREGORY HILLS
957	42	FIREWHEEL	CIRCUIT	GREGORY HILLS
958	40	FIREWHEEL	CIRCUIT	GREGORY HILLS
959	24	RIBERRY	STREET	GREGORY HILLS
960	22	RIBERRY	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet


Council Authorised Person

Surveyor's Reference:59800 2017M7100(1355) ADDITIONAL SHEETS

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 8 sheet(s)

Registered:  08.01.2018

Office Use Only

Office Use Only

DP1218916

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

Subdivision Certificate number: 14.2015.1508.3.

Date of Endorsement: 14/12/2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
961	20	RIBERRY	STREET	GREGORY HILLS
962	18	RIBERRY	STREET	GREGORY HILLS
963	16	RIBERRY	STREET	GREGORY HILLS
964	14	RIBERRY	STREET	GREGORY HILLS
965	12	RIBERRY	STREET	GREGORY HILLS
966	10	RIBERRY	STREET	GREGORY HILLS
967	8	RIBERRY	STREET	GREGORY HILLS
968	6	RIBERRY	STREET	GREGORY HILLS
969	4	RIBERRY	STREET	GREGORY HILLS
970	98	FIREWHEEL	CIRCUIT	GREGORY HILLS
971	96	FIREWHEEL	CIRCUIT	GREGORY HILLS
972	94	FIREWHEEL	CIRCUIT	GREGORY HILLS
973	92	FIREWHEEL	CIRCUIT	GREGORY HILLS
974	90	FIREWHEEL	CIRCUIT	GREGORY HILLS
975	88	FIREWHEEL	CIRCUIT	GREGORY HILLS
976	86	FIREWHEEL	CIRCUIT	GREGORY HILLS
977	84	FIREWHEEL	CIRCUIT	GREGORY HILLS
978	82	FIREWHEEL	CIRCUIT	GREGORY HILLS
979	80	FIREWHEEL	CIRCUIT	GREGORY HILLS
980	78	FIREWHEEL	CIRCUIT	GREGORY HILLS
981	76	FIREWHEEL	CIRCUIT	GREGORY HILLS
982	74	FIREWHEEL	CIRCUIT	GREGORY HILLS
983	72	FIREWHEEL	CIRCUIT	GREGORY HILLS
984	70	FIREWHEEL	CIRCUIT	GREGORY HILLS
985	68	FIREWHEEL	CIRCUIT	GREGORY HILLS
986	66	FIREWHEEL	CIRCUIT	GREGORY HILLS
987	64	FIREWHEEL	CIRCUIT	GREGORY HILLS
988	62	FIREWHEEL	CIRCUIT	GREGORY HILLS
989	60	FIREWHEEL	CIRCUIT	GREGORY HILLS
990	22	MYRTLE	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference:59800 2017M7100(1355) ADDITIONAL SHEETS


Council Authorised Person


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 8 sheet(s)

Registered:  08.01.2018 Office Use Only

Office Use Only

DP1218916

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

Subdivision Certificate number: 14-2015-1582-3

Date of Endorsement: 14/12/2017

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
991	20	MYRTLE	STREET	GREGORY HILLS
992	18	MYRTLE	STREET	GREGORY HILLS
993	16	MYRTLE	STREET	GREGORY HILLS
994	14	MYRTLE	STREET	GREGORY HILLS
995	12	MYRTLE	STREET	GREGORY HILLS
996	10	MYRTLE	STREET	GREGORY HILLS
997	8	MYRTLE	STREET	GREGORY HILLS
998	6	MYRTLE	STREET	GREGORY HILLS
999	4	MYRTLE	STREET	GREGORY HILLS
1000	52	WATER GUM	ROAD	GREGORY HILLS
1001	50	WATER GUM	ROAD	GREGORY HILLS
1002	48	WATER GUM	ROAD	GREGORY HILLS
1003	58	WATER GUM	ROAD	GREGORY HILLS
1004	60	WATER GUM	ROAD	GREGORY HILLS
1005	62	WATER GUM	ROAD	GREGORY HILLS
1006	64	WATER GUM	ROAD	GREGORY HILLS
1007	66	WATER GUM	ROAD	GREGORY HILLS
1008	68	WATER GUM	ROAD	GREGORY HILLS
1009	70	WATER GUM	ROAD	GREGORY HILLS
1010	52	FIREWHEEL	CIRCUIT	GREGORY HILLS
1011	54	FIREWHEEL	CIRCUIT	GREGORY HILLS
1012	56	FIREWHEEL	CIRCUIT	GREGORY HILLS
1013	58	FIREWHEEL	CIRCUIT	GREGORY HILLS
1014	15	MYRTLE	STREET	GREGORY HILLS
1015	13	MYRTLE	STREET	GREGORY HILLS
1016	11	MYRTLE	STREET	GREGORY HILLS
1017	9	MYRTLE	STREET	GREGORY HILLS
1018	7	MYRTLE	STREET	GREGORY HILLS
1019	5	MYRTLE	STREET	GREGORY HILLS
1020	3	MYRTLE	STREET	GREGORY HILLS

If space is insufficient use additional annexure sheet

Surveyor's Reference:59800 2017M7100(1355) ADDITIONAL SHEETS


 Council Authorised Person

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 8 sheet(s)

Registered:



08.01.2018

Office Use Only

Office Use Only

DP1218916

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14-2015-1508-3

Date of Endorsement: 14/12/2017

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1021	45	WATER GUM	ROAD	GREGORY HILLS
1022	44	WATER GUM	ROAD	GREGORY HILLS
1023	52	CORREA	CIRCUIT	GREGORY HILLS
1024	42	WATER GUM	ROAD	GREGORY HILLS

I certify that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the instrument in my presence.

Executed by the persons named below who signed this instrument on behalf of
Trustees of the Marist Brothers
(ABN 91 064 875 510) pursuant to power of attorney dated 2 April 2014 registered with Land and Property Information (NSW) Book 4665 No. 548

Witness (Signature)

MICHAEL HALDEY

Name of Witness (Print Name)

1/33 VILLAGE COT GREGORY HILLS NSW

Address of Witness

Witness (Signature)

MICHAEL HALDEY

Name of Witness (Print Name)

1/33 VILLAGE COT GREGORY HILLS NSW

Address of Witness

Attorney (Signature)

KENNETH C. McDONALD

Name of Attorney (Print Name)

297 COWARD ST MASCOT NSW

Address of Attorney

Attorney (Signature)

PETER M. CONOLLY

Name of Attorney (Print Name)

297 COWARD ST MASCOT NSW

Address of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 59800 2017M7100(1355) ADDITIONAL SHEETS

Council Authorised Person

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 8 sheet(s)

Registered:  08.01.2018

Office Use Only

Office Use Only


DP1218916

PLAN OF SUBDIVISION OF
LOT 103 IN DP1221866

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14-2015-1508-3.....
Date of Endorsement: 14/12/2017.....


Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:59800 2017M7100(1355) ADDITIONAL SHEETS

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 1 of 13 sheets)

Plan: **DP1218916**


Plan of Subdivision of Lot 103 in
 DP 1221866 covered by Council's
 Subdivision Certificate No.14.2015.1508.3

Full name and address
 of the owner of the land:

Trustees of the Marist Brothers
 14 Drummoyne Avenue
 DRUMMOYNE NSW 2047

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for support, maintenance and repair 0.9 wide (A)	902 903 913 914 915 916 917 918 919 920 920 948 949 950 1016 1017 1018 1019	903 904 914 915 916 917 918 919 920 921 949 950 951 1015 1016 1017 1018
2	Easement to drain water 1.5 wide (B)	925 926 927 957 956 955 954 953 960 961	924 924, 925 924,925, 926 958 958, 957 958, 957, 956 958, 957, 956, 955 958, 957, 956, 955, 954 959 959, 960


 Registered Proprietor


 Registered Proprietor


 Council Authorised Delegate

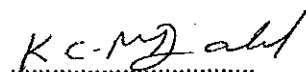
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 2 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
 DP 1221866 covered by Council's
 Subdivision Certificate No. 14.2015.1508.3

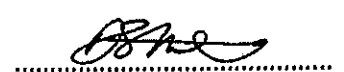
2	Easement to drain water 1.5 wide (B) continued	962 963 965 966 967 968 969 984 983 982 987 988 989 1010 1013	959, 960, 961 959, 960, 961, 962 964 964, 965 964, 965, 966 964, 965, 966, 967 964, 965, 966, 967, 968 985 985, 984 985, 984, 983 986 986, 987 986, 987, 988 1011 1012
3	Easement for padmount substation 2.75 & 4 wide (D)	922 1020	Epsilon Distribution Ministerial Holding Corporation
4	Restriction on the use of land (F)	922 923 924 1003 1020	Epsilon Distribution Ministerial Holding Corporation
5	Restriction on the use of land (G)	922 923 924 1003 1020	Epsilon Distribution Ministerial Holding Corporation
6	Restriction on the use of land	900-1020 inclusive	Camden Council
7	Restriction on the use of land	916, 917, 918, 949, 950, 951, 1016, 1017	Camden Council
8	Restriction on the use of land	900-1020 inclusive	Camden Council
9	Restriction on the use of land	903, 904	Camden Council
10	Restriction on the use of land	Each lot from 900-1020 inclusive	Every other lot from 900-1020 inclusive
11	Restriction on the use of land	908	Camden Council
12	Easement to drain water (entire lot) (J)	1021 1022 1024	Camden Council
13	Public positive covenant (K)	1021	Camden Council



 Registered Proprietor



 Registered Proprietor



 Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 3 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

PART 2 (Terms)

1. Terms of the easement for support, maintenance and repair 0.9 wide numbered 1 in the plan:

1.1 The owner of the lot benefited and duly authorised persons may:

- (a) enter upon the burdened lot but only within the site of the easement;
- (b) do anything reasonably necessary for the purposes of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement;
- (c) remain on the site of this easement for any reasonable time for the said purposes.

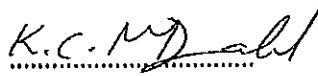
1.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former conditions; and
- (e) make good any collateral damage.

1.3 The owner of the lot burdened shall not do the following over the site of the easement:

- (a) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property;
- (b) erect or permit to be erected any building or structure of any kind, other than roof guttering, on or over the easement;
- (c) allow anything to be done or interfere with any structure constructed adjacent to the easement on the lot benefited.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 1 in the plan – Camden Council


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 4 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No.14.2015.1508.3

2. Terms of the easement to drain water 1.5 wide numbered 2 in the plan:

As set out in Part 3 of Schedule VIII of the Conveyancing Act 1919 as amended.

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council.

3. Terms of the easement for padmount substation 2.75 & 4 wide numbered 3 in the plan:

The terms set out in Memorandum No AK104621 ~~registered at Land & Property Information NSW~~ are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 3 in the plan – Epsilon Distribution Ministerial Holding Corporation.


4. Terms of restriction on the use of land numbered 4 in the plan:


1.0 Definitions

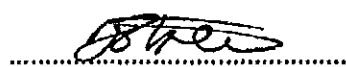
- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 5 of 13 sheets)

Plan: **DP1218916**

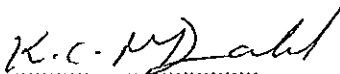
Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3


- 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 4 in the plan – Epsilon Distribution Ministerial Holding Corporation.

5. Terms of restriction on the use of land numbered 5 in the plan:

- 1.0 Definitions:
- 1.1 erect includes construct, install, build and maintain.
- 2.1 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 6 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 5 in the plan – Epsilon Distribution Ministerial Holding Corporation.

6. Terms of restriction on the use of land numbered 6 in the plan:


No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that dwelling are constructed in accordance with the Report on Salinity Investigation and Management Plan Proposed Residential Subdivision 19 Gregory Hills prepared by Douglas Partners, project 40741.89-2 dated April 2013.


NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 6 in the plan – Camden Council.

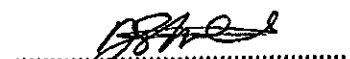
7. Terms of restriction on the use of land numbered 7 in the plan:

- 7.1 No dwelling may be erected upon the lot burdened unless it is approved for that lot as part of development consent 1508/2015.
- 7.2 The driveway servicing the lot burdened is more than one (1) metre from any existing drainage infrastructure.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 7 in the plan – Camden Council.


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 7 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

8. Terms of restriction on the use of land numbered 8 in the plan:

No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 8 in the plan – Camden Council.

9. Terms of restriction on the use of land numbered 9 in the plan:

No dwelling shall be erected on the lot burdened unless:-

- 9.1 the dwelling is generally consistent with the building envelope plan drawing reference DARGH-4-001-1 revision A dated 2 May 2016 by Design + Planning.
- 9.2 the dwelling achieves compliance with the Turner Road Development Control Plan 2007
- 9.3 compliance with 9.1 & 9.2 is demonstrated for each dwelling application

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 9 in the plan – Camden Council.

10. Terms of restriction on the use of land numbered 10 in the plan:


10.1 No fence may be erected or permitted to remain on the Lot Burdened that:

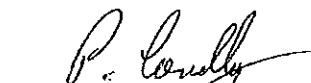
10.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:


- (a) the requirements of any relevant statutory authority; or
- (b) any other provision of this instrument, or

10.1.2 exceeds 1 metre in height for the front boundary;

10.1.3 is constructed of materials other than brick, masonry, colour bond, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine") or brushwood; or


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919.**

(Sheet 8 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

10.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened:

- (a) cement rendered and painted;
- (b) coated with cement using the process commonly known as "bagging" and painted; or
- (c) is coated using the product known as "Granasite" or "Granatex" or any in the manner recommended by the manufacturer of the product used.

10.2 The Owner may not seek a contribution, compensation or re-imbursement from Trustees of the Marist Brothers, Dart West Developments Pty Limited or Dart West EP Pty Limited for the cost of any fence on the boundary of the Lot Burdened.

10.3 The Owner of any Lot Burdened must not:

10.3.1 subdivide (Subdivision) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:

- (a) provide all necessary plans and documents that relate to the Subdivision to Dart West Developments Pty Limited; and
- (b) obtain the consent of Dart West Developments to the Subdivision (which may be refused or granted with conditions at the discretion of Dart West Developments Pty Limited), or

10.3.2 operate, or cause to be operated, a display home within the development known as 'Gregory Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within the 'Gregory Hills Display Village' nominated by Dart West Developments Pty Limited from time to time.

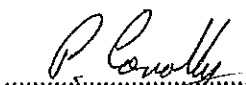
10.4 The Owner of any Lot Burdened must:

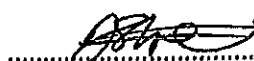
10.4.1 not keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;

10.4.2 not do or allow to be done any act where any street, footpath or tree in any street or property adjoining the Lot Burdened are damaged, destroyed or removed;

10.4.3 keep the Lot Burdened in a clean and tidy state, free from the accumulation of rubbish including during the time between their completion of the purchase of the Lot Burdened and the construction of the Dwelling;


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 9 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

- 10.4.4 not undertake any installation of radio masts, air conditioning units, satellite dishes, television antennae and garden sheds which are visible from any street adjoining the Lot Burdened;
- 10.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and
- 10.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).
- 10.5 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which complements the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the relevant Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 10 in the plan – Dart West Developments Pty Limited until Trustees of the Marist Brothers cease to own any land originally contained in Certificates of Title Folio Identifiers Lot 91 & 92 in DP 1137298.

11. Terms of restriction on the use of land numbered 11 in the plan:

The owner of the lot burdened must not:-


- 11.1 construct or allow to be constructed, and building or structure within 10m of the eastern boundary of the lot burdened.
- 11.2 provide or gain access to the adjoining Water NSW canal (being Lot 20 in DP 1222318 at the time of plan registration).
- 11.3 dispose of any refuse or cause any damage to be done to the adjoining water NSW canal (being Lot 20 in DP 1222318 at the time of plan registration).

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Camden Council.

12. Terms of the easement to drain water entire lot numbered 12 in the plan:

As set out in Part 3 of Schedule VIII of the Conveyancing Act 1919 as amended.


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 10 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3


NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered 12 in the plan – Camden Council.


13. Terms of public positive covenant numbered 13 in the plan:

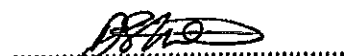
The proprietor of the land hereby burdened (herein called 'the proprietor') shall at all times in respect of the land hereby burdened identified on the above-mentioned plan as 'stormwater drainage retention / detention facilities' (herein called 'the facilities' and denoted K on the plan);

- (a) construct, clean maintain and repair all pits, grates, surface storage areas, tanks, pipe lines, earth banks, orifice plates, trench barriers, walls, and other structures;
- (b) maintain the existing surface levels;
- (c) regularly mow and remove, grass clippings and debris as necessary to ensure the efficient operation from time to time and at all times of the basin
PROVIDED HOWEVER that Camden Council (herein called 'the Council') shall have the right to enter upon the burdened lot with all necessary materials and equipment at reasonable times and on reasonable Notice but at any time and without notice in the case of an emergency;
 - (i) to view the state of repair of the facility;
 - (ii) to ascertain whether or not there has been any breach of the terms of this covenant; and
 - (iii) to execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within 14-days of the date of the written notice from the Council requiring a remedy of a breach of the terms of this covenant, taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith on demand.
- (d) not allow the on-site retention / detention basin to be altered, or removed in part, or allow structures to be erected thereon without the prior consent of Council.

NAME OF AUTHORITY having the power to release, vary or modify the public positive covenant numbered 13 in the plan – Camden Council


.....
Registered Proprietor


.....
Registered Proprietor


.....
Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919.**

(Sheet 11 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

Definitions and interpretation

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

- (i) **Dwelling** means any dwelling erected on the Lot Burdened.
- (ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument
- (iii) **Owner** means the owner of the relevant Lot Burdened from time to time.
If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:
 - (a) the terms of that covenant are to be severed from this instrument; and
 - (b) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.

Execution

Camden Council by its authorised delegate pursuant to s377 Local Government Act 1993.

mgibbons

Witness (Signature)

Molli Gibbons

Name of Witness (Print Name)

[Signature]

Authorised Delegate (Signature)

Daniel Streater - Manager Certification

Name of Authorised Delegate (Print Name)

I certify that I am an eligible witness and
that the delegate signed in my presence

70 CENTRAL AVENUE
ORAN PARK NSW

K-C. M. D. All.

Registered Proprietor

P. Conolly

Registered Proprietor

[Signature]

Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919.**

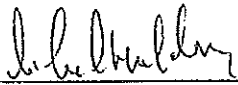
(Sheet 12 of 13 sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

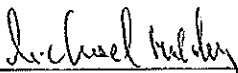
I certify that the person signing
opposite, with whom I am personally
acquainted or as to whose identity I am
otherwise satisfied, signed the
Instrument in my presence.

Executed by the persons named below
who signed this instrument on behalf of
Trustess of the Marist Brothers
(ABN 91 064 875 510) pursuant
to power of attorney dated 2 April 2014
registered with Land and Property
Information (NSW) Book 4665 No. 548


Witness (Signature)


MICHAEL NALDEY
Name of Witness (Print Name)

1133 VILLAGE CCT GREGORY HILLS
Address of Witness


Witness (Signature)


MICHAEL NALDEY
Name of Witness (Print Name)

1133 VILLAGE CCT GREGORY HILLS
Address of Witness


Attorney (Signature)


KENNETH C. McDONALD
Name of Attorney (Print Name)

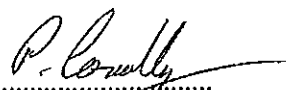
247 COWARD ST MASCOT NSW
Address of Attorney



Attorney (Signature)

PETER M. CONOLLY
Name of Attorney (Print Name)

247 COWARD ST MASCOT NSW
Address of Attorney


Registered Proprietor


Registered Proprietor


Council Authorised Delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF
LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919.**

12 13
(Sheet ~~12~~ of ~~12~~ sheets)

Plan: **DP1218916**

Plan of Subdivision of Lot 103 in
DP 1221866 covered by Council's
Subdivision Certificate No. 14.2015.1508.3

I certify that the attorney signed this
instrument in my presence.

Signed by the attorney named below who
signed this instrument pursuant to the power of
attorney specified for Endeavour Energy
Network Asset Partnership
(ABN 30 586 412 717) on behalf of Epsilon
Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)
Pursuant to section 36 of the Electricity
Network Assets (Authorised Transactions Act
2015 (NSW)

Signature of Witness:



Signature of Attorney:



NATASHA ISSAC

Address of Witness
C/- Endeavour Energy
51 Huntingwood Drive,
Huntingwood 2148

Power of attorney:
Book 4727 No 524

Signing on behalf of:
Endeavour Energy Network Asset
Partnership ABN 30 586 412 717

Endeavour Energy reference:

URS17737

Date of Signature

30 October 2017



Registered Proprietor

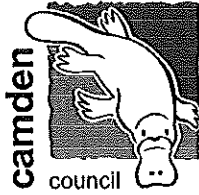


Registered Proprietor



Council Authorised Delegate





Camden Council
70 Central Avenue, Oran Park NSW 2570 DX 25807
PO Box 183, Camden 2570 ABN: 31 117 341 764
Telephone: 02 4654 7777 Fax: 02 4654 7829
Email: mail@camden.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Applicant: Sun Legal
PO Box 20
BLACKTOWN NSW 2148

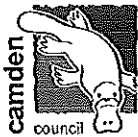
Certificate number: 20182388
Receipt number: 1819669
Property number: 1177403
Certificate date: 17/05/2018
Certificate fee: \$53.00
Applicant's reference: Madeep

DESCRIPTION OF PROPERTY

Title: LOT: 971 DP: 1218916
Property: 96 Firewheel Circuit GREGORY HILLS 2557

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.



1 Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Local Environmental Plans (LEP's)

The subject land is not within a Local Environmental Plan.

State Environmental Planning Policies (SEPP's)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 30 - Intensive Agriculture

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 62 - Sustainable Aquaculture

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017



Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

Deemed State Environmental Planning Policies (SEPP's)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1996)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft Local Environmental Plan (LEP's)

The subject land is not affected by an exhibited Draft Local Environmental Plan.

Draft State Environmental Planning Policy (SEPP's)

SEPP (Exempt and Complying Development Codes) Amendment (Proposed Medium Density Housing Code) 2016

SEPP (Environment) 2017

SEPP (Primary Production and Rural Development) 2017

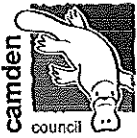
SEPP (Remediation of Land) 2018

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

- (3) The name of each development control plan that applies to the carrying out of development on the land.
- Turner Road Development Control Plan 2007, as amended
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2/2A Zoning and land use under relevant Local Environmental Plan, and/or under State Environmental Planning Policy (Sydney Region Growth Centres) 2006





This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. R1 GENERAL RESIDENTIAL

ORAN PARK AND TURNER ROAD PRECINCT PLAN

Objectives of zone:

- * To provide for the housing needs of the community.
- * To provide for a variety of housing types and densities.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To support the well-being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.
- * To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.
- * To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.
- * To provide for a variety of recreational uses within open space areas.

B. Permitted without consent

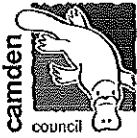
Nil

C. Permitted with consent

Any other development not specified in item B or D

D. Prohibited

Agriculture; Airports; Airstrips; Bio-solid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function



centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities); Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies.

- E. Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m² for the erection of a dwelling house; however exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m² and minimum 225m².

- F. Whether the land includes or comprises critical habitat

No.

- G. Whether the land is in a conservation area (however described)

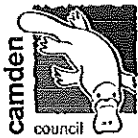
No.

- H. Whether an item of environmental heritage (however described) is situated on the land.

No

3 Complying development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying



development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

General Housing Code

Complying Development MAY be carried out on the land.

Rural Housing Code

Complying development MAY be carried out on the land.

Housing Alterations Code

Complying development MAY be carried out on the land.

General Development Code

Complying development MAY be carried out on the land.

Subdivision Code

Complying development MAY be carried out on the land.

Demolition Code

Complying development MAY be carried out on the land.

Commercial and Industrial Alterations Code

Complying development MAY be carried out on the land.

Commercial and Industrial New Buildings and Additions Code

Complying development MAY be carried out on the land.

Fire Safety Code

Complying development MAY be carried out on the land.

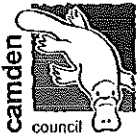
Note: This certificate only addresses the exclusions raised in clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of SEPP (Exempt and Complying Development Codes) 2008.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Not Applicable.





5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

No.

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

No.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

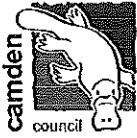
Land slip

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

Bushfire

The land is not affected by the provisions of a Development Control Plan and by Planning for Bushfire Protection 2006 (NSW Rural Fire Service) that may restrict the development of the land because of the likelihood of bushfire.





Tidal inundation

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

Subsidence

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence or any other risk.

Acid sulphate soils

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

Other risk

Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:

Council's policy 'Building in a Salinity Prone Environment' applies to the whole of the council area. The policy includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. A copy of the policy is available on Council's website.

7A Flood related development controls information

- (a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.

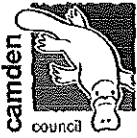
The subject land is not affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

- (b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

The subject land is not affected by flood related development controls that restrict development of the subject land due to the likelihood of flooding.

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.





8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

9 Contributions plans

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 7.11 Contributions Plan

9A Bio-diversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

Note. Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

The land is not biodiversity certified under Part 8 of the Biodiversity Conservation Act 2016 or Part 7AA of the Threatened Species Conservation Act 1995.

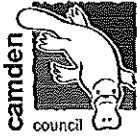
The land however is subject to biodiversity certification as described in Schedule 7 Part 7 "Bio-certification of Sydney Region Growth Centre State Environmental Planning Policy and related Environmental Planning Instruments" in the Threatened Species Conservation Act 1995, which remains in force under the Biodiversity (Savings and Transitional) Regulation 2017 . Further information is available at:

<http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/South-West-Priority-Growth-Area/Key-actions-and-documents>

10 Bio-banking agreements

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).





Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

No.

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

None of the land is shown to be bushfire prone land in Council's records.

12 Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

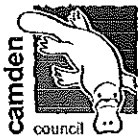
No.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No.





14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies.

- (a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

- (b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

It is the responsibility of the person who benefits from a development consent to ascertain the validity of the development consent within the meaning of section 4.19 and section 4.53 of the Environmental Planning and Assessment Act 1979, as amended.

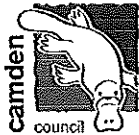
16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
(b) that a copy may be obtained from the head office of the Department.

No.





17 Site compatibility certificates and conditions for affordable rental housing

- (1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- (2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land?

No.

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

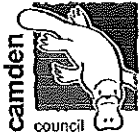
19 Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

No.





20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No, not listed.
Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

(3) In this clause:

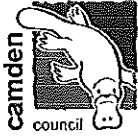
affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Note.

The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,



- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

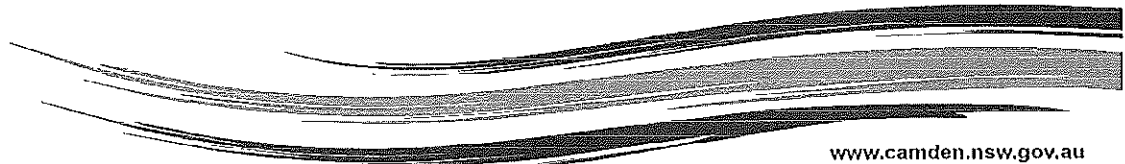
Yes.

DISCLAIMER AND CAUTION

1. The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.
2. The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Ron Moore
General Manager



Application: **9898161**
Your Ref: **80327089**

23rd May 2018

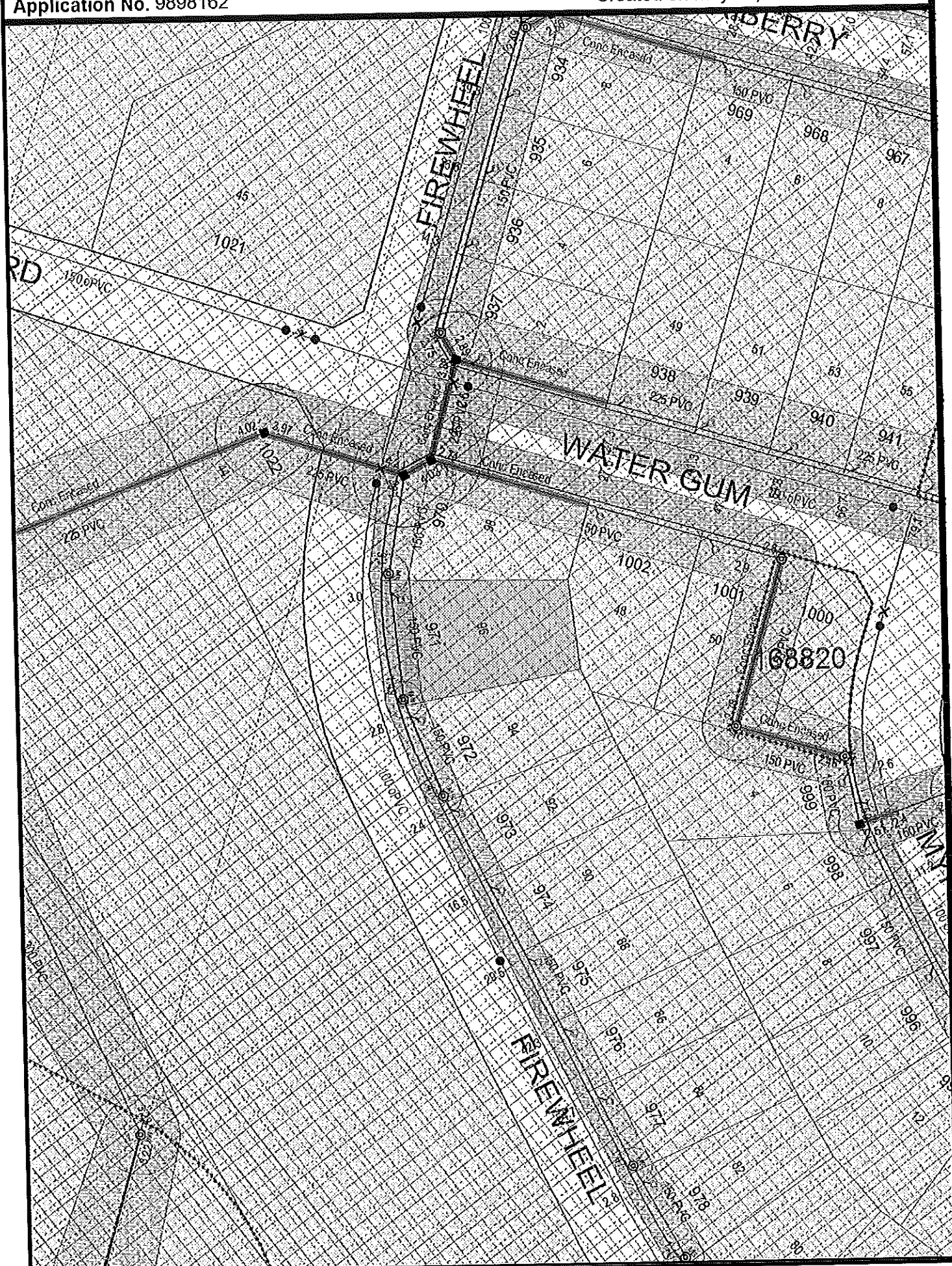
Property: 96 RIBERRY ST, GREGORY HILLS 2557
LOT 971 DP 1218916

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Connections
Business Customer Services



NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.